

**REQUEST FOR PROPOSAL FOR
SCHOOL DOCTOR SERVICES
AND OTHER MEDICAL SERVICES OF A SPECIALIZED NATURE**

RFP GCIT #24-25 001

**THE BOARD OF EDUCATION OF THE GLOUCESTER COUNTY VOCATIONAL -
TECHNICAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER**

**GLOUCESTER COUNTY VOCATIONAL -TECHNICAL SCHOOL
DISTRICT**

Contract Term

July 1, 2024 through June 30, 2025

SUBMISSION DEADLINE

10:00 A.M.

April 17, 2024

ADDRESS ALL PROPOSALS TO:

**AMY CAPRIOTTI
ASSISTANT SUPERINTENDENT FOR BUSINESS/BOARD SECRETARY
GLOUCESTER COUNTY VOCATIONAL -TECHNICAL SCHOOL DISTRICT
1360 TANYARD ROAD
SEWELL, NJ 08080**

LEGAL NOTICE

The Assistant Superintendent for Business/Board Secretary of The Board of Education of the Vocational -Technical School District of the County of Gloucester, State of New Jersey, by authority of said Board, is soliciting proposals from qualified individuals and firms to provide **SCHOOL DOCTOR SERVICES AND OTHER MEDICAL SERVICES OF A SPECIALIZED NATURE**

for Gloucester County Vocational -Technical School District.

Proposals are due at **10:00 a.m.** on Wednesday **April 17, 2024** at the administrative offices located at **Gloucester County Institute of Technology**, 1360 Tanyard Road, Sewell, NJ 08080. The entrance to be used for delivering proposals is located at the rear of the building, which is the 600 Wing Administrative Complex entrance. Ring the bell for entry. (856) 468-1445, x1000.

RFP GCIT #24-25 001

2024-2025 School Year

Request for Proposal packages may be obtained from Purchasing at the Board of Education office, 1360 Tanyard Rd., Sewell, NJ 08080 (Tel. # 856-468-6530 x1004) or by email at rmcerlane@gcecnj.org between the hours of 8:30 AM and 4:00 PM.

This proposal is being solicited through a fair and open process.

Bidders are required to comply with the requirements of P.L. 1975, c127 (N.J.A.C. 17:27), Affirmative Action, and the provisions of N.J.S.A. 18A:18A-1 et. seq., "Public School Contract Law."

The Vocational -Technical School Board of Education office is Handicapped Accessible.

Amy Capriotti
Assistant Superintendent for
Business / Board Secretary

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

BOARD OF EDUCATION OF THE VOCATIONAL -TECHNICAL SCHOOL DISTRICT
OF THE COUNTY OF GLOUCESTER
1360 TANYARD ROAD
SEWELL, NJ 08080

CONTACT PERSON

AMY CAPRIOTTI
Assistant Superintendent for Business/Board Secretary
(856) 468-1445, x2707

PURPOSE OF REQUEST

The Board of Education of the Vocational Technical School District of the County of Gloucester ("Board") is requesting proposals from qualified individuals and firms to provide Medical Doctor Services for the Gloucester County Vocational Technical School District ("GCIT").

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposal ("RFP"). One or more individuals/firms may be selected to provide services.

The intent of this RFP is to award a contract to the responsible contractor whose proposal, conforming to this RFP, is most advantageous to the District, price and other factors considered. The District reserves the right to reject any or all proposals in whole or in part; to waive any formalities or irregularities in any proposal; and to accept the proposal which, in its discretion within state law, is for the best interest of the District

PERIOD OF CONTRACT

July 1, 2024 through June 30, 2025

METHOD OF PAYMENT

Contractor must bill for services rendered and shall be paid in accordance with the Contract document upon receipt of a detailed invoice and a properly executed voucher. After approval by the Board, the payment voucher shall be placed in line for prompt payment by the school district.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

CONTRACT

It is agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Board of Education arising out of, or by reason of, the work done and materials furnished under this Contract.

SUBMITTAL REQUIREMENTS

Respondents to this RFP must prepare their responses in a format with appropriate table of contents corresponding to the requirements of the RFP. **Three (3) copies** of the required documents as identified in the RFP shall be mailed to Amy Capriotti, Gloucester County Vocational -Technical School District 1360 Tanyard Road, Sewell, NJ 08080 or delivered to the 600 wing entrance at the rear of Gloucester County Institute of Technology at the same address. Proposals must be received in accordance with the time and date appearing on the cover page of this document.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR SCHOOL MEDICAL DOCTOR**

GLOUCESTER COUNTY DISTRICT FACTS AND FIGURES

Gloucester County Vocational-Technical School District (GCVTSD) is a Local Education Agency established in accordance with N.J.S.A. 18A:54-1, et seq. Its governing body is a board of education overseeing the county vocational-technical school district that consists of the county superintendent of schools, ex officio, and six persons appointed by the director of the board of chosen commissioners with the advice and consent of the other members of such board.

Gloucester County Vocational-Technical School District is one of 21 county vocational-technical school districts in New Jersey. The programs offered are designed to prepare today’s students for the future workforce. The District completed the process of converting Gloucester County Institute of Technology from a shared-time vocational-technical school to a full-time comprehensive career-technical high school approximately 1,600 secondary students are enrolled in the programs housed within the District, and additional programs serve post-secondary and adult populations.

The breakdown of the Gloucester County Vocational-Technical School District’s 2022-2023 and 2023-2024 total budgets appears below:

	2022-2023	2023-2024
Total General Fund	\$29,168,573	\$31,425,525
Total Special Revenue Fund	1,742,349	1,855,976
Total Enterprise Fund	1,228,353	1,206,688
Total Budget	\$ 32,139,275	\$34,488,189

The District employs approximately 450 people.

2. NATURE OF SERVICES – In accordance with N.J.S.A.19:44A-20.4 et seq., the Gloucester County Vocational Technical School Board of Education is requesting proposals (RFP) from physicians licensed to practice medicine in the State of New Jersey that wish to provide medical counsel and services to the Gloucester County Vocational Technical School Board of Education as directed by the Board. It is the intention of the Gloucester County Vocational Technical School Board of Education to appoint Physicians to provide medical services to the Board of Education beginning July 1, 2024 through June 30, 2025 with options for the 2025-2026 and 2026-2027 school years. Under Title 18a-18a-5 (1) professional services are not required to be bid or advertised and the Board is not required to award on the basis of lowest price and will award based on criteria as outlined in this request for proposals. The requests are being made to ensure the district receives the highest quality service at a fair and competitive price.

3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL – Proposers should submit a technical proposal which contains the following

The district is seeking an annual cost proposal to include but not limited to all of the following services as described in items (1-20) pursuant to N.J.A.C. 6A:16-2.3:

1. Consultation in the development and implementation of school district policies, procedures and mechanisms related to health, safety and medical emergencies pursuant to N.J.A.C. 6A:16-2.1(a).
2. Consultation to school district medical staff regarding the delivery of school health services, which includes special health care needs of technology supported and medically fragile children, including students covered by 20 U.S.C. §1400 et seq., Individuals with Disabilities Education Improvement Act.
3. Physical examinations conducted in the school physician's office or other comparably equipped facility for students who do not have a medical home or whose parent has identified the school as the medical home for the purpose of a sports physical examination.
4. Provision of written notification to the parent stating approval or disapproval of the student's participation in athletics based upon the medical report.
5. Direction for professional duties of other medical staff.
6. Written standing orders that shall be reviewed and reissued before the beginning of each school year.
7. Establishment of standards of care for emergency situations and medically-related care involving students and school staff.
8. Assistance to the certified school nurse or non-certified nurse in conducting health screenings of students and staff and assistance with the delivery of school health services.
9. Review, as needed, of reports and orders from a student's medical home regarding student health concerns.
10. Authorization of tuberculin testing for conditions outlined in N.J.A.C. 6A:16-2.2(c).
11. Review, approval, or denial with reasons of a medical home determination of a student's anticipated confinement and resulting need for home instruction. Review, approve or disapprove home instruction recommendations of student's personal physician.
12. Consultation with the school district certified school nurse(s) to obtain input for the development of the school nursing services plan pursuant to N.J.A.C. 6A:16-2.1(b).
13. Be available during normal business hours for consultation with school nurses or administrators so as to provide input for students who are chronically ill and/or are on extended absences. This may include speaking with the student's treating physicians personally to provide background information for school personnel.
14. Return all phone calls to school nurses or administration the same day.
15. Review AED policy and procedures.
16. Cooperate with public health officials with regard to communicable diseases.
17. Recommend adjustments of educational program to meet the health needs of individual students. Consult with 504-committee and/or Child Study Team.
18. Meet annually with Superintendent and/or School Business Administrator and health staff to review the district's health services.
19. Administer a district-wide flu shot clinic for all staff each fall on a mutually agreed upon date and time.
20. Serve as a school district liaison to the state and local departments of health and community health agencies.

The Gloucester County Vocational Technical School Board of Education shall award a contract to the firm or individual that best meets the needs and interests of the Board.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL

ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned including a listing of experience (if any) with the Gloucester County Vocational Technical School Board of Education and/or experience with other New Jersey Boards of Education. Experience as a School Physician for a K-12 district is preferred.
3. A statement concerning the ability of the individual to perform tasks assigned by the Gloucester County Vocational Technical School Board of Education in a timely fashion.
4. Professional licenses and certifications held by the individual(s) to be assigned including the student athlete cardiac professional development module.
5. A copy of physician license(s) issued by the State of New Jersey.
6. A description of the support staff available to the individual(s) to be assigned.
7. A copy of a Certificate of Insurance, issued by an insurance carrier licensed in the State of New Jersey, for the individual showing a minimum amount of \$1MM/2MM professional liability insurance and all other insurance coverage shall be required upon award of contract.
8. A list of three professional references with addresses and telephone contact numbers. Two must have direct knowledge relating to your experience in the requested service.
9. A copy of your New Jersey Certificate of Employee Information Report approval pursuant of N.J.A.C. 17:21-1.1 et.seq. or a completed Form AA-302 Initial Employee Information report.
10. A copy of your New Jersey Business Registration Certificate.
11. Evidence that a principal office location in close proximity to the Board of Education so as to be able to respond to emergent matters promptly.
12. Must list work with school attorney on medical/legal concerns.

Note: Supplemental information may be requested and an interview may be required.

5. **COST PROPOSAL** - Proposers should submit proposal which would include any proposed retainers, the services to be provided for the retainer, hourly billing rates, and an amount which the contract will not exceed. The District does not provide payment for or reimbursement for travel expenses.

6. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL

A. Technical Proposal

In this section, the proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 4. The proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

B. Management Overview

The proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Board that the proposer understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the Board that the proposer's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the proposer's ability to complete the contract. The proposer's response to this section should be designed to convince the Board that the proposer's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the proposal will lead to successful contract completion.

C. Contract Management

The proposer should describe its specific plans to manage, control and supervise the contract to ensure satisfactory provision of services. The plan should include the proposer's approach to communicate with the Director of Human Resources and Athletic Director including, but not limited to, status meetings, status reports, etc.

The proposer's response should address all requirements contained in the Scope of Work Section of the RFP and, where applicable, describe in detail how the proposer plans to carry out these requirements.

7. SPECIAL CONTRACTUAL TERMS AND CONDITIONS

A. Precedence of Special Contractual Terms and Conditions

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's proposal and the District's Notice of Award.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the proposer's proposal, the RFP and/or the Addendum shall govern.

B. Contract Term and Extension Option

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is anticipated to be July 1, 2024. If delays in the RFP process result in an adjustment of the anticipated Contract Effective Date, the proposer agrees to accept a contract for the full term of the contract.

C. Contract Transition

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

D. Contract Amendment

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Assistant Superintendent for Business/Board Secretary.

E. Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the District may have arising out of the contractor's performance of this contract.

F. Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the Assistant Superintendent for Business/Board Secretary for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the Assistant Superintendent for

Business/Board Secretary.

G. Substitution or Addition of Subcontractor(s)

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the Assistant Superintendent for Business/Board Secretary for consideration. If the Assistant Superintendent for Business/Board Secretary approves the request, s/he will forward the request to the Superintendent for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Assistant Superintendent for Business/Board Secretary.

H. Data Confidentiality

All financial, statistical, personnel, customer and/or technical data supplied by the District to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

Secure Protection and Handling of Data

1. **Network Security:** Contractor shall maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:

- a. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://www.checklists.nist.gov/repository/> or
 - b. Any generally recognized comparable standard that Vendor then applies to its own network.
2. **Data Security:** The Contractor shall protect and maintain the security of data with protection that is at least as good as or better than the protection maintained by the District. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
3. **Data Transmission:** Vendor agrees that any and all transmission or exchange of system application data with the District and/or any other parties expressly designated by the District shall take place via secure means, e.g. HTTPS or FTPS.
4. **Data Storage:** All District-provided data must be stored, processed, and maintained solely on designated target servers and that no District data will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
5. **Data Encryption:** The Contractor shall store all District-provided backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit encryption.

6. **Data Re-Use:** All District-provided data shall be used expressly and solely for the purposes enumerated in this RFP. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No employee data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Assistant Superintendent for Business/Board Secretary.
7. **End of Agreement Data Handling:** Upon termination of this Agreement the Contractor shall erase, destroy, and render unreadable all Contractor copies of District data and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the District whichever shall come first.
8. **Unauthorized Release Notification:** The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the District, the Board, and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

I. News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Assistant Superintendent for Business/Board Secretary.

J. Advertising

The contractor shall not use the District's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Assistant Superintendent for Business/Board Secretary.

K. Claims and Remedies

All claims asserted against the District by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

L. Remedies

Nothing in the contract shall be construed to be a waiver by the District of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Assistant Superintendent for Business/Board Secretary.

M. Remedies for Failure to Comply with Material Contract Requirements

In the event that the contractor fails to comply with any material contract requirements, the Assistant Superintendent for Business/Board Secretary may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the District by the defaulting contractor.

N. Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the Assistant Superintendent for Business/Board Secretary and the Director of Human Resources in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Assistant Superintendent for Business/Board Secretary and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

8. SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received at:

**Gloucester County Vocational -Technical School District
1360 Tanyard Road
Sewell, NJ 08080
ATTN: Amy Capriotti
Assistant Superintendent for Business/Board Secretary
SEALED DOCUMENT: School Medical Doctor**

ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED ABOVE WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET.

Respondents must prepare their responses in a format with appropriate table of contents corresponding to the requirements of the RFP. **Three hard copies** of the proposal shall be mailed to Amy Capriotti, Assistant Superintendent for Business/Board Secretary, at the address indicated above or delivered to the 600 wing entrance at the rear of the Gloucester County Institute of Technology at the same address. Proposals must be received in accordance with the time and date appearing on the cover page of this document.

Directions to the Gloucester County Institute of Technology can be found at the following web address: www.gcit.org.

Procedural inquiries on this RFP may be directed to 856-468-6530, Extension 1004.

All properly submitted sealed proposals will be publicly opened, announced, and recorded on April 17, 2024 in the Board Conference Room at Gloucester County Institute of Technology. It is the intent to award the successful company a one-year contract for the period July 1, 2024 through June 30, 2025. It is the Board's intent to award the contract at the June 2024 meeting of the Board of Education.

The successful proposal, upon award and execution, shall become a part of the signed contract. There will be no award until formal approval by the Board has been made by resolution at a public board meeting. The effective date of the agreement will be July 1, 2024.

As per the provisions of N.J.S.A. 19:44A-20.4 et seq., the Board shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted. The Board shall be the sole judge of the benefits to the Board represented by the submissions pursuant to this Request, Solicitation and Invitation for proposal.

8. **COST PROPOSAL** – Proposers should submit a cost proposal that is all inclusive.
9. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Board of Education. However, the Board may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.
10. **PROPOSAL EVALUATION** – The Board of Education will select the most advantageous proposal based on all information presented or gathered in connection with the proposal and on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Board. The Board may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Board will make the award that is in the best interest of the District based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Board reserves the right to:

- A. Not select any of the proposals.

- B. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled"); or
- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Board shall not be obligated to explain the results of the evaluation process to any proposer.

The Board may require proposers to demonstrate any services described in their proposal prior to award.

11. **PROPOSAL LIMITATIONS** – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Board of Education by issuance of this RFP. The Board reserves the right at the Board's sole discretion to refuse any proposal submitted.

12. **USE OF INFORMATION** – Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Board to the proposer in connection with this RFP shall remain the property of the Board. When in tangible form, all copies of such information shall be returned to the Board upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

13. **GENERAL TERMS AND CONDITIONS**

- A. The Board reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Board to do so.
- B. In case of failure by the successful proposer, the Board of Education may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Board of Education of the Vocational -Technical School District of the County of Gloucester harmless from, shall indemnify and shall defend the Board against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the

termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Education and subject to the Board of Education's standard procedures.
- G. The Gloucester County Vocational -Technical School District is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. The contract shall be in effect for one (1) year from July 1, 2024 through June 30, 2025 unless otherwise stated.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Board assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposer must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows:
 - 1. The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated fairly during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.
 - 2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
 - 3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice.

4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- K.** All services shall be performed within the United States of America.
- L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.
- N.** No proposer shall influence, or attempt to influence or cause to be influenced, any board member, district officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O.** No proposer shall cause or influence, or attempt to cause or influence, any board member, district officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the District Superintendent's decision shall be final and conclusive.
- Q.** The Board of Education shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R.** Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Assistant Superintendent for Business no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
 (To be completed by Board of Education evaluation committee)

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information _____ points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ points	
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ points	
E. Reasonableness of Cost Proposal _____ points	
TOTALS	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

- | | INITIAL
BELOW |
|--|------------------|
| A. One (1) original and two (2) signed copies of your complete proposal | _____ |
| B. Letter of Intent | _____ |
| C. Non-Collusion Affidavit properly notarized | _____ |
| D. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity | _____ |
| E. Authorized signatures on all forms | _____ |
| F. Business Registration Certificate(s) | _____ |

Note: N.J.S.A 52:32-44 provides that the Board of Education shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm, or Corporation

BY:

(NAME)

(TITLE)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

I, _____, of the (City, Town, Borough) of _____, in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____ a Respondent making a proposal for _____.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the Affirmative Action Requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and the rules and regulations issued pursuant thereto, that no moneys will be paid by the Board until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated.
6. If, during the course of the contract, there is an increase in the number of employees to more than 50, the undersigned shall notify the Affirmative Action Officer of the Board so that the proper Affirmative Action Employee Information Report (Form AA302) can be completed.

Signature of Authorized Representative

Name and Title

Subscribed and sworn to
before me this _____ day
of _____, 20____

(Seal) Notary Public of New Jersey

EXHIBIT B

LETTER OF INTENT

(To be prepared on Respondent's Letterhead. No modifications may be made to this letter)

Date:

**Amy Capriotti
Assistant Superintendent for Business/Board Secretary
Board of Education of the Vocational -Technical School District
of the County of Gloucester**

Dear Ms. Capriotti:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposal (RFP), issued by the Board of Education of the Vocational -Technical School District of the County of Gloucester, dated _____. The undersigned hereby states:

1. The Proposal contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Respondent agrees to participate in good faith in the procurement process described in the RFP and to adhere to the Board's procurement schedule.
3. Respondent acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Respondent hereby declares that the only persons anticipated by respondent to perform the professional services for which this Proposal is submitted are named herein and that no person other than those herein named participated in this Proposal or will participate in any contract to be entered into between Respondent and the Board. Respondent declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Respondent acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Respondent acknowledges that if it becomes the Successful Respondent and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws.

Signed: _____

Printed: _____

Title: _____

*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the authority to bind the organization.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER
THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF
GLOUCESTER

I am, _____ of the firm of _____

located in _____, in the County of _____
(city, town, borough)

State of _____, of full age, being duly sworn according to law on my oath
depose and say that:

I am _____ of the firm of _____ the Contractor
making the Proposal for this engagement, and that I executed the said Proposal with full authority to
do so, that said proposer has not, directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, open competition in connection with
this engagement and that all statements contained in said Proposal and in this affidavit are true and
correct, and made with full knowledge that The Board of Education of the Vocational School District
of the County of Gloucester relies upon the truth of the statements contained in said Proposal and
in the statements contained in this affidavit in awarding the contract for the said engagement.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by

(Name of Contractor)
(N.J.S.A. 52:34-15)

Signature

Title

Subscribed and sworn before me this
_____ day of _____, 20 _____

(Seal) Notary Public of New Jersey

My commission expires: _____, 20 _____

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Corp. |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sub Chapter S Corp. | <input type="checkbox"/> Other |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID.

In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____
 Address _____
 City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____
Date _____

(Form continued on next page)

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

(cont.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized _____

Names of Principals

Title

_____	_____
_____	_____
_____	_____

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed and returned with Bid

Board of Education
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____
Title: _____ Date: _____
Name of Company: _____ City/State/Zip: _____

ETHICS IN PURCHASING
Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board of Education or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

REMINDER!

Did you sign all of the RFP documents?

All RFP documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign and submit all RFP documents may be cause for disqualification and rejection of the submission.

Amy Capriotti
Assistant Superintendent for
Business/Board Secretary