

**LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NEW JERSEY 08701**

**Competitive Contracting
Request for Proposal (RFP)**

Proposal Specifications & General Requirements

PUBLIC PRESCHOOL PROGRAM

Proposal No: CC 04-2425

Wednesday, September 18, 2024

Proposal Opening Date

10:00 a.m.

Proposal Opening Time

Mr. Kevin Campbell

School Business Administrator/Board Secretary

**LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NEW JERSEY 08701**

Competitive Contracting-- Request for Proposals (RFP)

Legal Advertisement

The LAKEWOOD Board of Education solicits proposals through the Competitive Contracting process in accordance with N.J.S.A. 18A:18A-4.1 et seq.

Proposal No. CC 04-2425

Public Preschool Program

All necessary proposal specifications and proposal forms may be secured upon written request to:

Mr. Kevin Campbell

School Business Administrator/Board Secretary
LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701
Email: dpiasentini@lakewoodpiners.org

Proposals must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of the LAKEWOOD Board of Education, **on or before** the date and time indicated below.

The envelope is to bear the following information:

Title:	Public Preschool Program
Proposal No.:	CC 04-2425
Name and Address of the Respondent	
Proposal Due Date:	Wednesday, September 18, 2024
Proposal Opening Time:	10:00 a.m.

Location of Proposal Opening

LAKEWOOD BOARD OF EDUCATION
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

The proposal opening process will begin on the advertised date and time at the LAKEWOOD Board of Education, 200 Ramsey Ave., and LAKEWOOD, New Jersey 08701. Proposals may also be submitted to the School Business Administrator/Board Secretary or designee at the proposal opening meeting, in the

Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.

No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submissions of Competitive Contracting proposals at this time.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq.

Financial Guarantee

Each proposal shall be accompanied by a bid bond, cashier's check, or certified check made payable to the LAKEWOOD Board of Education, for ten percent (10%) of the amount of the total contract, but not in excess of twenty thousand dollars (\$20,000.00).

PRE-PROPOSAL CONFERENCE MEETING-NONE

There will be a pre-proposal meeting on _____, at 10:00 a.m. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the

LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders (proposers) shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

Mr. Kevin Campbell
School Business Administrator/Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases

The Board of Education desires 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 the 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 things of value of any kind to any official or employee of the Board of Education or 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.

LAKEWOOD BOARD OF EDUCATION ADVISORY INFORMATION FOR RESPONDENTS

PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on Wednesday, September 18, 2024 @ 10:00 a.m. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 a.m. – 4:00 p.m. according to the school calendar and 8:00 am – 300 pm during the summer. Access to the Business Office may be delayed because of security clearance. A security specialist is posted at the reception area from 8:00 a.m. to 4:00 p.m. Monday thru Friday and 8:00 a.m. to 3:00 p.m. during summer hours, and will accept any Bid Packages hand delivered. Respondents may also submit proposals to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting held in the (Lakewood Board of Education Administrative Offices/200 Ramsey Ave, Lakewood NJ) prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space.

Heavy traffic hours by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m. Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

MAIL

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 10:00 a.m. on. There may be some delay in getting proposals to the Business Office.

HAND DELIVER PROPOSALS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary before the advertised date and time. Please understand that proposals arriving after the advertised date and time for any reason, cannot be accepted or opened, or considered.

**LAKEWOOD BOARD OF EDUCATION
PROPOSAL CHECKLIST**

A. Documents to be Returned with the Proposal

1. Acknowledgment of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
6. Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)—If Required
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership

The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

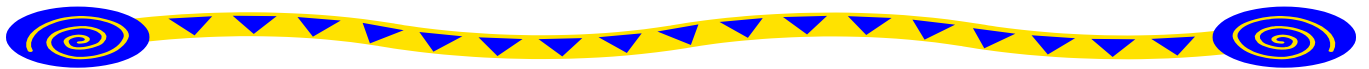
B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive.

Respondents are to read and become familiar with all instructions outlined in the Proposal package.

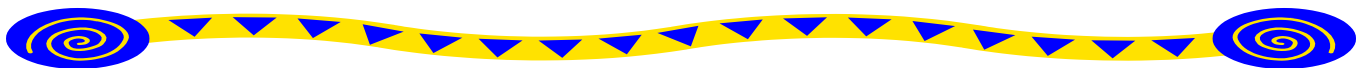
<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered the questions fully and accurately?		
3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Proposal package for your records?		
6. Did you submit a Proposal Guarantee? (Only if required)		
Consent of Surety? (Only if required)		
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the Proposal to reach the Business Office?		

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting

GENERAL SPECIFICATIONS



Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Competitive Contracting/Request for Proposals (RFP)

Public Preschool Program

PROPOSALS ARE

TO BE SUBMITTED TO:

Mr. Kevin Campbell

School Business Administrator/Board Secretary

LAKEWOOD Board of Education

200 Ramsey Ave.

LAKEWOOD, New Jersey 08701

BY: **10:00 a.m.** PREVAILING TIME

ON: **Wednesday, September 18, 2024**

The proposals may be delivered by mail, delivery service, or in person. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed and the contents announced at the proposal opening meeting.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the Public Preschool Program on the front of the envelope/package. Proposals **must be** submitted in **duplicate** on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information

All respondents are to clearly label the cover of the sealed envelope as follows:

Title: Public Preschool Program

CC Number CC 04-2425

Name and Address Respondent

CC Due Date: Wednesday, September 18, 2024

CC Deadline Time: 10:00 a.m.

Failure to properly label the proposal envelope may lead to the rejection of the proposal!

PURPOSE

Competitive Contracting Concession Procurement

The Lakewood Board is soliciting proposals through the Competitive Contracting/RFP process in order to award a contract to a qualified vendor to provide the Preschool Services Program. The contract will be awarded as a concession pursuant to N.J.S.A. 18A:18A:2 (aa) and N.J.A.C. 5:34-9.4 (d). A concession means the granting of a license or right to act on behalf of the Board of Education or to provide a service requiring the approval or endorsement of the Board of Education.

The Board of Education is soliciting requests for proposals (RFPs) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for Public Preschool Program.

1. AFFIRMATIVE ACTION REQUIREMENTS

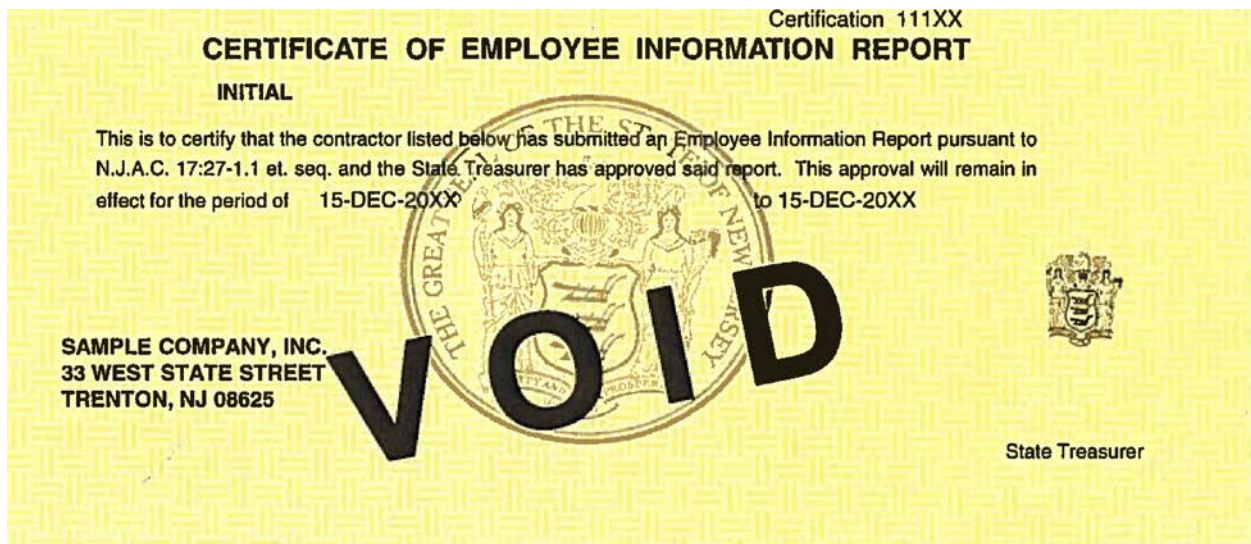
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4 or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report



All respondents are requested, but not required to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the award of the contract will result in the rejection of the bid/proposal.

2. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

3. AMERICAN GOODS (N.J.S.A. 18A:18A-20)

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States.

4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING—CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The District shall provide the contracted service provider with a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public

building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise, or a women's business enterprise pursuant to P.L.1985, c.490 (N.J.S.A. 18A:18A-51 et seq.).

6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

7. BRAND NAME OR EQUIVALENT ☐ APPLICABLE ☐ NOT APPLICABLE

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the respondent desires to propose an equivalent item, the respondent shall do the following:

- On the Proposal Form, write the respondent's substitute item in ink next to the item requested, including the brand name, model number, and full description of the item. This is the only change to the Proposal Form the Board will accept.
- Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. Each sample item shall be a paper, brochure, or illustrative literature outlining the brand/manufacturer name, model number, and full description of the item.
- If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer's name, model number, etc.
- Failure to provide a sample item or literature about substitute proposals when requested may be cause for disqualification of that item from the proposal.
- It is the responsibility of the respondent to demonstrate the equivalency of the items offered.

8. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All companies responding to requests for proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.

Subcontractors and Business Registration Certificates

- Prior to contract award or authorization, the contractor shall provide the Board of Education with its proof of business registration and that of any named subcontractor(s).
- Subcontractors named in a bid or other proposal shall provide proof of business registration to the respondent who in turn, shall provide it to the Board of Education

prior to the time a contract, purchase order, or another contracting document is awarded or authorized.

- During the course of contract performance:
 - The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
 - The contractor shall maintain and submit to the Board of Education a list of subcontractors and their addresses that may be updated from time to time.
 - The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at
- Before final payment is made under the contract, the contractor shall submit to the Board of Education a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

Sample Business Registration Certificates

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 970-097-382/500 ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 EFFECTIVE DATE: 01/01/01 FORM-BRC(08-01)	TRADE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 0107530 ISSUANCE DATE: 07/14/04 <div style="text-align: right; margin-top: 10px;"> <small>Act. Director</small> </div>	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 200-4101-4112823533	

9. CERTIFICATE (CONSENT) OF SURETY ☐ REQUIRED ☒ NOT REQUIRED

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the proposal, shall be deemed cause for disqualification and rejection of the proposal.

10. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person

receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

11. COORDINATION OF ACTIVITIES

The School Business Administrator/Board Secretary will coordinate the activities for this proposal.

Mr. Kevin Campbell
kcampbell@lakewoodpiners.org

12. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

13. DEBARMENT; SUSPENSION; DISQUALIFICATION; N.J.A.C. 17:19-4.1 et seq.

The Board of Education will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report.

www.nj.gov/treasury/revenue/debarment/index.shtml

Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusions)

14. DOCUMENTS MISSING/ILLEGIBLE

The respondent shall familiarize themselves with all forms provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time.

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by the Board of Education

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Russia Belarus; Prohibited Activities Form
- Statement of Ownership
- Federal Certifications—when applicable

*Please check your RFP package for these forms!

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from their investigation, they are satisfied as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, they fully understand the intent and purpose thereof, their obligations thereunder, and that they will not make any claim for, or have any right to damages, because of the lack of any information. Each respondent submitting a proposal for a service contract shall include in their proposal, price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

17. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondents should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by proposers. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

18. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

Please note! The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee ☒ **REQUIRED** ☐ **NOT REQUIRED**

Each proposal, when required, shall be accompanied by a bid bond, cashier's check, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the LAKEWOOD Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee checks for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks, or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit and failure to sign the financial guarantee shall be cause for disqualification and rejection of the proposal.

19. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

20. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

The Board of Education intends to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with any financial security becoming the property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

21. INSURANCE AND INDEMNIFICATION_ ☒ REQUIRED ☐ NOT REQUIRED

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

When required, the vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

LAKEWOOD Board of Education
c/o School Business Administrator/Board Secretary
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“LAKEWOOD Board of Education is named as an additional insured.”

WORKERS' COMPENSATION Evidence of adequate Workers' Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available to the Board of Education. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

Indemnification

The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board of Education and its agents, employees, and Board members, from and against all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The vendor/contractor is to assume all liability for every sort of incident to the work, including property damage caused by their workers or by any subcontractor employed by the vendor/contractor or any of the subcontractor's workers.

22. INSURANCE; PROFESSIONAL LIABILITY – ☒ Required ☐ Not Required

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse, or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for, and keep in force until the contract expires insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful respondent shall provide to the board of education an insurance certificate with the name of the certificate holder shall be as follows:

LAKEWOOD Board of Education
c/o School Business Administrator/Board Secretary
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

23. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date, and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. Attendance at the Pre-Proposal Conference is strongly recommended. Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration.

All interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

24. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section

2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

N.J..S.A. 52:32-58: Certification Required.

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **to certify, prior to the time a contract is awarded** and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The list is found on the Treasury's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The Board has provided within the specifications, a Disclosure of Investments Activities in Iran certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the Board, to complete, sign, and submit with the proposal. Such certification is required to be submitted prior to the award of the contract.

The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

25. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Board of Education, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

26. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal and that all statements contained in said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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 bid.

The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have their signature notarized, and submit the form with the proposal response.

Failure to submit the signed Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

27. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days from the receipt of the goods or the rendering of services and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of the full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract. All payments are subject to approval by the Board of Education at a public meeting.

28. PERFORMANCE BOND

☐ REQUIRED ☒ NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions,

particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondents shall execute a formal contract with the Board in the form required and in a such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

29. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

- Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

- Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

30. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure Form should be submitted with the response to the bid/proposal but in no event less than ten (10) days prior to the award of the contract. Failure to provide the completed and signed form may be cause for disqualification of the vendor.

31. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

PRESENTATION AND INTERVIEWS

The Board of Education may at its option, require respondents of its choice to attend interviews to provide the opportunity for the vendors to provide clarification regarding their submission.

This process, pursuant to N.J.A.C. 5:34-4.3 (d) (3), may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

32. PRE-SUBMISSION OF PROPOSAL MEETING SCHEDULED

☐ SCHEDULED

☒ NOT

If the Board of Education decides to schedule a pre-submission of proposal meeting the Board will hold a pre-submission of proposal meeting on

Date _____ Time _____

Location _____

LAKEWOOD, New Jersey 08701

The Pre-Proposal Submission meeting is an important part of the procurement process. It permits all proposers to have an equal understanding of the procurement/contracting requirements and the scope of work involved. Although Pre-Proposal Submission meetings are not mandatory, all potential proposers are strongly encouraged to attend. Please review the Technical Specifications for a Pre-Proposal Submission meeting announcement.

Addenda

Any or all changes to the specifications discussed as a result of the Pre-Proposal Submission meeting will be formalized in the form of a written addendum to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21 (c) (2). It is anticipated that the Pre-Proposal Submission meeting (if any) scheduled for this project will have an agenda format such as:

- **Registration Period**

At this time, all attendees will be asked to register to attend this meeting. Proper photo identification is required. Attendance will be recorded.

- **Review of Procurement/Contracting Requirements—School Business Administrator**

The School Business Administrator will review the major components of the procurement and contracting requirements of the proposal.

- **Scope of Work**

The School Business Administrator and other administrators will review the scope of the work.

- **Walkthrough of Facility/Site**

The School Business Administrator and other administrators may conduct a facility site walkthrough with all interested parties if required.

- **Questions; Clarifications—Official Addenda Process**

Potential proposers are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, the District shall answer all such questions in writing in the form of an official addendum.

Any answers to questions, interpretations, or supplemental instructions will be distributed in the form of a written official addendum to the specifications.

33. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person on the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

34. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Workplace, Health and Safety
Right to Know Unit CN 368
Trenton, New Jersey 08625-0368

35. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1,

(L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

The Board has provided within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. **The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.**

36. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

37. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or services for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

38. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to all labor, services, materials, and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services, or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services, or equipment.

39. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the Board harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

40. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

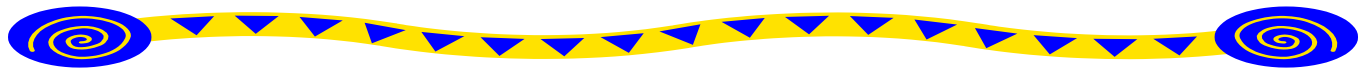
The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have their proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

- **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or unintentional omission or both.

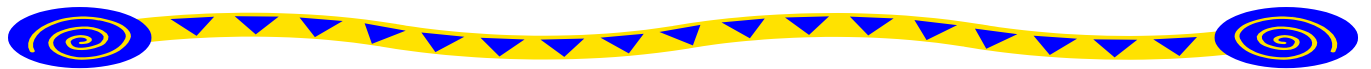
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, or other interested administrators' and/or the Board Attorney and a recommendation will be made to the Board of Education.

If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.



Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed, and submitted with the proposal package, unless otherwise so stated.– Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Mr. Kevin Campbell
School Business Administrator/Board Secretary

To be completed, signed below and returned with proposal.

LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NJ

Proposal Form

PUBLIC SCHOOL PRESCHOOL PROGRAM 2024/2025

Proposal No. **CC 04-2425**

Proposal Date: September 18, 2024

I/we hereby submit the following attached proposal for

Annual Cost of Program per Student (inclusive of lease):\$_____

The PUBLIC SCHOOL PRESCHOOL PROGRAM per pupil rate submitted shall include, rent, instructional staff, administrative staff, therapy staff and all materials and supplies and all related costs as outlined in this RFP.

Please include a detailed budget of cost to support your proposal.

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-mail: _____

Tax ID No. _____

Authorized Agent _____ Date _____

Authorized Signature _____ ***Date*** _____

To be completed, signed, and returned with Proposal

ACKNOWLEDGEMENT OF ADDENDA

Proposal No. CC 04-2425

Proposal Date: Wednesday, September 18, 2024

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed, and returned with Proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **CC 04-2425**

Proposal Date: **Wednesday, September 18, 2024**

The Board of Education requests that this form be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No
If yes, please attach a copy of the plan to this questionnaire.

2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No
If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action

Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.treasury.nj.gov/contract-compliance)

Select “Online Submission/Payment of EE/AA Employee Information Report” and
Please follow all the “Online Submission Instructions”.

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: “Treasurer, State of New Jersey” to the address below:

NJ Department of the Treasury
Division of Purchase and Property Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206 Trenton, NJ 08625-0206

Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the rejection of the bid/proposal.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

To be completed, signed, and returned with Proposal

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, when a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, with a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below-listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed, and returned with Proposal

LAKEWOOD Board of Education

Chapter 271

POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed \$17,500.00)

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify
undersigned, being authorized and knowledgeable of the circumstances, does hereby certify
that _____ (Business Entity) has made the following
reportable political contributions (more than \$200 per election cycle) to any elected official,
political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the
twelve (12) months preceding this award of contract.

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions
to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

The undersigned, being authorized to certify, hereby certifies that the submission provided herein
represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

CC 04-2425 **C. 271 POLITICAL CONTRIBUTION DISCLOSURE
FORM**

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #: 9, 10, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Township	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Township	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Mantoloking	Stafford Township
Island Heights Borough	Ocean Gate Borough	Toms River Regional
Jackson Township	Ocean Township	Tuckerton Borough
Lacey Township	Pinelands Regional	

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2
Jackson Township Fire District No. 3
Jackson Township Fire District No. 4
Lakewood Township Fire District No. 1
Little Egg Harbor Township Fire District No. 1
Little Egg Harbor Township Fire District No. 2
Little Egg Harbor Township Fire District No. 3
Plumsted Township Fire District No. 1

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal No. **CC 04-2425**

Proposal Date: **Wednesday, September 18, 2024**

Public Preschool Program

Name of Company _____
Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Emergency Phone Number (____) _____
FAX No. (____) _____ E-Mail _____
FEIN No. _____
Unique Entity Identifier (If Applicable) _____ CAGE Code (if applicable) _____

References – Work previously done for School Systems in New Jersey

	Name of District	Address	Contact Person/Title	Phone
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of the LAKEWOOD Board of Education, nor any officer or employee, or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission, or compensation, or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

Debarment Certification

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award, or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

LAKEWOOD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 1)

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER PROPOSER NAME _____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

CHECK THE APPROPRIATE BOX

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in 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 am 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

PART 2 ADDITIONAL INFORMATION

Please Provide Further Information Related to Investment Activities in Iran.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

LAKEWOOD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 2)

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **LAKEWOOD Board of Education** 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 **LAKEWOOD Board of Education** to notify the **LAKEWOOD Board of Education** 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 **LAKEWOOD Board of Education** and that the **LAKEWOOD Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

Name of Vendor, Bidder, or Proposer _____
Print Full Name

Authorized Agent _____ Title _____

Signature _____ Date _____

To be completed, signed, and returned with Proposal

NON-COLLUSION AFFIDAVIT

Public Preschool Program

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

I am _____ of the _____
Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named proposal, and that all statements contained in said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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 proposal.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed, and returned with Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

website (URL) containing the last annual SEC (or foreign equivalent) filing	Page # s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **LAKEWOOD Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS **This form is to be completed, certified and submitted prior to the award of the contract.**

N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here:

<https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If

Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (200 Ramsey Ave.)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and

employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

By Signing below the Contractor agrees that they will comply with the Americans With Disabilities Act of 1990:

Witness Signature: _____ Authorized Signature & Title _____

Date _____ Date _____

To All Respondents

REMINDER!

Did you sign all of the documents?

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

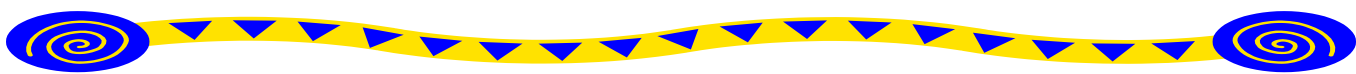
The Board will not accept facsimile, rubber stamp, electronic or digital signatures.

Failure to sign all proposal documents may be cause for disqualification and rejection of the proposal.

Mr. Kevin Campbell

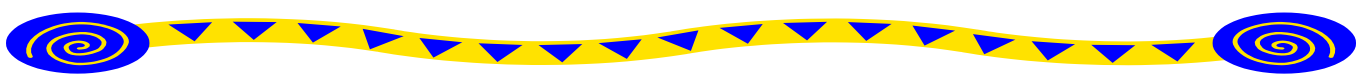
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting Request for Proposal

TECHNICAL SPECIFICATIONS



Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Public School Preschool Program

PURPOSE OF PROPOSAL

Competitive Contracting Concession Procurement

The Lakewood Board is soliciting proposals through the Competitive Contracting/RFP process in order to award a contract to a qualified vendor to provide the Preschool Services Program. The contract will be awarded as a concession pursuant to N.J.S.A. 18A:18A:2 (aa) and N.J.A.C. 5:34-9.4 (d). A concession means the granting of a license or right to act on behalf of the Board of Education or to provide a service requiring the approval or endorsement of the Board of Education.

The Lakewood Public School District is seeking proposals from a NJDOE approved clinic or agency to provide the Public School Preschool Program to preschool and kindergarten students classified with a IEP for the 2024/2025 school year. The contract term shall be for one (1) school years (**Date of award - June 30, 2025**), with an option to renew for one (1) additional year pursuant to N.J.S.A. 18A:18A-42.

It is the intention of the Board to approve multiple vendors which may be needed to keep up with the potential high demand for this program. Vendors who score less than 75 points on the pre-determined Rubric will not be considered for award.

Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o). Any renewal of contract and/or multi-year contract is subject to the availability of funds. If funds are not available the board may cancel the contract.

SCOPE OF SERVICE (Technical Criteria)

All provisions of this Preschool Program must be compliant with all elements of N.J.A.C. 6A:13A, Elements of High-Quality Preschool Programs. The following are some criteria of the program but may not be inclusive of all provisions of this Administrative Code.

1. The services herein are open to eligible public school pupils.
2. The Program offered by the Service Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of programs. It is understood that violation of this provision shall be the basis of immediate termination of the program.
3. The Service Provider will provide the district any and all additional supporting documentation at the request of the district.
4. Service Provider will provide all required documents and evaluation reports within its possession for preparation of Individual IEPs. Upon completion of the IEPs, if requested, Service Provider will provide teacher/therapist input during reevaluations and/or annual reviews. The Service Provider shall provide all necessary documentation to include all annual and reevaluations to the Nonpublic Child Study Team (E&D) to develop IEPs for all students attending the PUBLIC SCHOOL PRESCHOOL PROGRAM.

5. Provider shall cooperate in the creation of the IEP's, but shall have no responsibility for the creation of same.
6. The Board shall render payment to the Provider based upon services rendered on a monthly basis per the quantifiable service which will be invoiced to the Board each month provided services are delivered in accordance with Federal and State law. The parties hereby agree and acknowledge that payment shall be based on actual services rendered and only upon presentation of detailed invoices with supporting documentation to substantiate the monthly amount billed.

Program Requirements

The **Public School Preschool Program** will provide mandated special education and related services to classified students with IEP's to students ages three thru six. The program follows students' individualized goals and objectives as stated in the student's IEP, which are embedded into rich learning experiences. The goal of **Public School Preschool Program** is to provide supplemental services through the support provided by instruction, therapy and staff so that students can be successfully mainstreamed into the general education environment with typically developing peers.

The Public School Preschool Program is contingent on the needs of the district specifically as it relates to the number of classes required. The potential needs are as follows but are subject to change based on enrollment and available funding.

1. The PUBLIC SCHOOL PRESCHOOL PROGRAM will have 11 preschool & kindergarten classes (no more than 12 students per class) and will operate Monday through Friday and follow the NJ Preschool and Kindergarten standards.
2. The PUBLIC SCHOOL PROGRAM will be open to all Lakewood students that meet the IEP criteria for the program they are providing.
3. In the event of a health related school closure or any non-scheduled school closure ("non - scheduled" is defined as any school closure not on the school calendar submitted to the district in Sept). The Service Provider will provide compensatory services for any day missed for any reason. In the event compensatory services cannot be provided the per diem rate will be refunded to the District general fund.
4. Parent teacher conferences will be held twice a year between PUBLIC SCHOOL PRESCHOOL PROGRAM instructional and therapy staff and parents/guardians to discuss student's progress.
5. Contractor shall maintain progress reporting and supporting data for every student receiving services under the agreement herein utilizing tri-annually monitoring of individualized goals and objectives as stated in the student's IEP. Said reporting will be uploaded on the Lakewood Real-time system by Service Provider. Three times a year, parents will receive progress reports.
6. Quantitative and qualitative data should be consistently collected and/or graphed to monitor student progress of goals and objectives as stated in the students' IEPs.

7. Any full time staff member working at least 30 (thirty) hours per week shall receive a health benefit package in accordance with applicable laws.
8. Provider will be responsible for rent payments, providing all furniture, supplies and curriculum materials for the classroom and therapy rooms. Classrooms and therapy rooms will be fully equipped with rich and diverse materials and equipment so that students can have maximum benefit from their school and therapy environment.
9. Service Providers will be responsible to secure a facility with adequate classroom space, therapy rooms, administrative offices and multi-purpose rooms and will be responsible for rent payments or building maintenance. Please attach location and signed lease to this proposal.
10. Service Provider will be responsible for daily maintenance (including snow removal) and cleaning of the facility.
11. The School District will provide Student Transportation to and from the school/program location for all enrolled students.
12. The School District will provide breakfast, lunch and snacks to the enrolled students through the National School Lunch and Breakfast Programs.

Providers shall submit documentation highlighting qualifications and experience that will aid the school district in confirming that the quality of the program will be maintained. Documentation shall include but not be limited to:

- Providers should list all services to be rendered with an explanation in detail on how they will provide the services.
- Providers shall provide evidence of how a Preschool Program was provided to other public/private schools in New Jersey.
- Providers should list experience in providing PRESCHOOL PROGRAM for preschool and kindergarten classified students in Lakewood School District.
- Providers will provide three letters of recommendation.
- Providers by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed.

STAFFING REQUIREMENTS (Management Criteria)

A resume, NJDOE certification, NJ license, and fingerprinting must be submitted with this proposal for all staff included in this proposal.

PUBLIC SCHOOL PRESCHOOL PROGRAM Instructional Staff

1. All preschool supplemental classes will have one (1) teacher and one (1) highly qualified paraprofessional; and one (1) paraprofessional/aid. The teacher shall possess a Masters in Special Education or Early Childhood Education, NJDOE Certified as a Teacher of Students with Disabilities and have no less than two (2) years' experience working with students who are classified special education. The highly qualified paraprofessional shall possess the requirements of a highly qualified Para with a minimum of a high school degree, 60 college credits or a passing grade on the ParaPro Assessment test and pursuing a bachelor of arts related to education, and at least one (1) year experience working with students who are classified special education. The paraprofessional shall possess a minimum of a high school degree and one year experience working with children. All staff must be fingerprinted in accordance with NJDOE regulations.
2. Substitutes are required in the event a staff member is absent or in case of a vacancy until a certified teacher is identified/hired. If a teacher is absent a county certified substitute must be provided. For long term absence (7 consecutive school days or more) every effort should be made to provide a certified teacher in accordance with the proposal.
3. If a highly qualified paraprofessional or a paraprofessional/aide is absent a substitute must be provided. For long term absence (7 consecutive school days or more) of a highly qualified paraprofessional or a paraprofessional/aide every effort should be made to provide a substitute with the same level of credentials in accordance with the proposal.
4. Service Provider shall provide (2) two full time substitutes on staff with a NJ substitute license.
5. The Service Provider shall provide (10) ten hours per month of educational consulting services and training to staff. Attendance and a log with a brief description of activities should be attached to the billing invoice.

PUBLIC SCHOOL PRESCHOOL PROGRAM Administrative Staff

The Contractor shall provide the following administrative staff:

1. One full time Preschool Curriculum Coordinator to provide services of thirty (30) hours per week
2. One Curriculum Coordinator for Kindergarten to provide services at four (4) hours per week
3. One Program Administrator to provide services at ten (10) hours per week

All administrators listed above shall possess at least ten (10) years' experience, NJDOE Certified, and a Master's Degree in Special Education and extensive experience with preschool and elementary curriculum development and special education services. Attendance documentation is required to support billing.

4. Two (2) Administrative Assistants (secretaries) to provide services of twenty five (25) hours per week per secretary.

PUBLIC SCHOOL PRESCHOOL PROGRAM Therapy Staff

The Contractor shall provide the following therapy staff:

1. Four (4) full time Speech Therapists (or its equivalent) to provide speech therapy each week for a total of (100) one hundred hours of speech therapy per week. Speech Therapists must possess NJDOE certification as a speech language specialist and be fingerprinted in accordance with NJDOE regulations.
2. In the event that there is no demonstrated need for (100) one hundred hours of speech therapy per week as per the students IEP, service provider will provide additional language support/training in the classroom so that (100) one hundred hours of speech therapy are provided at the PUBLIC SCHOOL PRESCHOOL PROGRAM at all times the program is in operation.
3. Service Provider will provide OT and PT by NJDOE certified staff members as per the student's IEP. Occupational Therapists shall be paid at a minimum of \$70 per hour and Physical Therapists shall be paid at a minimum of \$80 per hour.
4. Therapy schedules, logs and attendance should be submitted monthly with billing. Every student at PUBLIC SCHOOL PRESCHOOL PROGRAM who has a IEP with speech, occupational and physical therapy should be serviced according to the mandate in the IEP. All students receiving therapy shall have a current IEP stating the need for therapy services.
5. Therapists will be responsible for all annual and reevaluations for the students that they service.
6. Inclusion Specialist for a minimum of (12) twelve hours per week must possess NJDOE certification as a teacher, and hold ASHA Certification (if applicable). The Inclusion Specialist must be fingerprinted in accordance with NJDOE regulations. Attendance and a log with the brief description of activities should be attached to the billing invoice.
7. A Licensed Clinical Social Worker (LCSW) or Social Skills Therapist to provide services for (10) ten hours per week. The LCSW and/or Social Skills Therapist must possess a license and be fingerprinted in accordance with NJDOE regulations. Attendance and a log with the brief description of activities should be attached to the billing invoice.

In the event a therapist is absent for more than 7 consecutive school days a substitute NJDOE certified therapist will provide therapy services.

Qualifications of Service Provider

1. The Service Provider agrees to actively pursue policies of affirmative action in employment of staff, professional and supportive personnel.
2. Copies of certifications must be provided to the school district upon hire of each therapist, if same has not already been provided.

3. The Service Provider will be approved by the New Jersey Department of Education for the delivery of services set forth herein and be listed as an approved agency and clinic for the NJDOE. A copy will be attached to proposal.
4. Criminal background checks will be the responsibility of the Service Provider. Provider must present evidence to the District Board of Education of compliance with background check procedures prior to the individual providing services.
5. Current copies of all PUBLIC SCHOOL PRESCHOOL PROGRAM staff to include instructional staff, therapy staff, and administrative staff qualifications to include certifications, licenses, resumes, and fingerprinting as stated in this RFP should be provided to the district with this proposal and prior to the commencement of services should there be a change.
6. The Contractor will be responsible for providing all furnishings, teaching and general supplies, educational materials, updated materials, evaluations and protocols for speech therapists and all classroom equipment. Furnishings shall support a print rich environment in classrooms and throughout the site including but not limited to bulletin boards, chart stands and bookcases, computers, copy machines and their maintenance. Supplies shall include but not be limited to paper, pencils, notebooks, glue and art supplies. Educational and supplemental materials to support all learners shall include but not be limited to leveled classroom libraries with fiction and non-fiction, guided reading materials and high/low interest level books. All costs must be in accordance with OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable.
7. All Educational supplies for the Public School Preschool Programs are the property of the Lakewood Board of Education and shall be labeled accordingly and will be transferred to the next vendor should vendors change. A list of these items shall be attached to the contract but please note this list does not include consumables or the conditions of the items on the inventory list that might need to be replaced or repaired due to wear and tear.

Contract Period

The contract term shall be from **Date of award through June 30, 2025 which shall be defined as one (1) school year** with an option to renew for one (1) additional year, pursuant to N.J.S.A. 18A:18A-42.

Coordination of Activities

All activities for this contract shall be coordinated through:
School Business Administrator

Fee Schedule and Payment/ Annual Rate

The district requests that fee proposals submitted by respondents are based upon a flat rate per pupil for the **PUBLIC SCHOOL PRESCHOOL PROGRAM** for the 2024-2025 school year. (See Proposal Page)

The PUBLIC SCHOOL PRESCHOOL PROGRAM per pupil rate submitted shall include, rent, instructional staff, administrative staff, therapy staff and all materials and supplies and all related costs as outlined in this RFP.

Please include a detailed budget of cost to support your proposal.

Presentation Package- Evaluative Criteria:
Evaluation Process: Methodology of Awarding Contract

A committee will be selected to assist the School Business Administrator in the evaluation of proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. For Competitive Contracting proposals, the School Business Administrator shall prepare a report evaluating and recommending the award of contract. N.J.S.A. 18A:18A-4.5 (d).

Committee members will be identified in the final report submitted to the board and also in the award of contract resolution.

Presentations and Interviews

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to district officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)**

Award of Contract—Report/Recommendation of School Business Administrator;
Multiple Awards

The School Business Administrator shall evaluate all proposals received. After the proposals have been evaluated, the School Business Administrator shall prepare a report, evaluating and recommending the award of contract. N.J.S.A. 18A-18A-4.5 (d)

It is the intention of the Board of Education to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive price.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. Any score below 75 will automatically be disqualified. District reserves the right based on vendor responses to disqualify a vendor if a vendor was unresponsive to items that will affect the integrity of the PUBLIC SCHOOL PRESCHOOL PROGRAM. The criteria to be evaluated are identified below:

	Category	Value Points
I	Technical Criteria A. Description of Services B. Program Implementation	30
II	Management Criteria A. Business Management	45

	B. Qualifications; Relevant Experience C. Staffing	
III	Cost Criteria A. Fee Proposal B. Contract Expenses	25

SUPPLEMENT TO REQUEST FOR PROPOSAL

FORM OF PRESCHOOL PROGRAM CONTRACT AGREEMENT

Lakewood Board of Education
Lakewood, NJ 08701

Preschool Education Program Contract
School Year 2024-2025

This Agreement is made and entered into this first day of _____, 2024 by and between the **Lakewood Board of Education**, with principal offices located at **200 Ramsey Ave, Lakewood NJ 08701**, (hereinafter referred to as the “District”), and _____, with its principal offices located at _____ (hereinafter referred to as the “private provider” as applicable or “Provider”) (together “the parties”). With locations operating at: _____

Whereas, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

Whereas, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Provider contracting with the District shall meet the educational needs of the eligible three-and four-year-old preschool children of the District through the coordination of all federal, state and local public and private community resources; and

Whereas, the District is required to offer a high-quality preschool program and has determined to do so by contracting with a qualified Provider that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*; and meets the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A*; and

Whereas, the Provider is a private provider and is licensed by the New Jersey Department of Children and Families (DCF) and offers services in accordance with the applicable statutory and regulatory provisions and agrees to be bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*; Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A*, and Fiscal Accountability, Efficiency and Budgeting Procedures, *N.J.A.C. 6A:23A*, and

Whereas, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes.

Now, therefore, the parties hereby acknowledge and agree to the following:

I Purpose of Agreement

- A. This Agreement provides funding for the minimum of a six (6) hour comprehensive preschool educational program (Program) for a minimum of 180 school calendar days during the 2024-2025 school year.
- A. The Provider shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the requirements of this Agreement.
- B. The District shall work collaboratively with the Provider to meet the requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and shall compensate the Provider in accordance with this Agreement.

II Definitions

A. All terms within this contract have the same meaning as defined in *N.J.A.C. 6A:13A-1.2*, as supplemented below.

- 1. For purposes of this Agreement, the term minimum of a “six (6) hour comprehensive educational program day” means a full-day preschool Program in accordance with the school District’s grade one through twelve daily school calendar, meeting a minimum of 180 days or more, depending on the district’s required number, between September 1 and June, and not exceeding June 30 of the District’s academic year.
- 2. For purposes of this Agreement, the term "Appropriately Certified Teacher" means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
- 3. For purposes of this Agreement, the term "Appropriately Qualified Teacher Assistant" means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
- 4. For purposes of this Agreement, the term “Preschool Instructional Coach” means an individual meeting the requirements set forth in *N.J.A.C. 6A:13A-4.2*.
- 5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts available for inspection at any time by District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all District-approved Provider budget planning documents for the 2024-2025 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.
- 6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a

licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as at least 10 percent of 180 days or 18 days of school. The District Board of Education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C. 6A:13A-4.4(g)*).

7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (McKinney-Vento) (42 U.S.C. §11431 et seq.), (*N.J.A.C. 6A:17-2.2*); the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.); and the Improving Head Start for School Readiness Act (42 U.S.C. §9801 et seq.), and refers to individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:

a. Children and youth who:

- i. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- ii. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
- iii. are living in emergency or transitional shelters; or
- iv. are abandoned in hospitals.

- b. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

- c. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

- d. Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.

III Provider Requirements

A. General

The Provider shall at all times:

1. Be a private provider within the meaning of *N.J.A.C. 6A:13A-1.2*.
2. Be licensed by the DCF, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the terms of this Agreement.

B. Comprehensive Education Program Requirements

The Provider shall offer a Program for a minimum of ~~100~~ school calendar days during the 2024-2025 school year between September 1 and June 30. The length of the school day shall be at least six (6) hours and shall conform to the length of the school day of the District consistent with Subsection I (A).

1. The Program shall consist of the comprehensive curriculum articulated in the District's preschool plan or updates, as approved by the DOE and at a minimum shall include the following components:
 - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Standards (NJSLS)* that is approved by the DOE as part of the District's plan and annual updates;
 - b. Professional Development;
 - c. Health and Social Service Coordination;
 - d. Parent Involvement Activities; and
 - e. Transition Activities.

2. Secular Program

The Program offered by the Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of Programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

C. Free Provision of Program

The Provider shall not charge parents or families of children in the Program any registration or other fees to participate in the Program, if the children are eligible for the Program, free of charge.

The Provider shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

D. Director Qualifications

The Provider shall have a director meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the Elements of High- Quality Preschool Programs (*N.J.A.C. 6A:13A*).

1. The director shall be responsible for the development and implementation of the overall Program and shall work on a full-time basis and will be on-site at the child care center unless his/her presence is required at a District, DOE, or DCF function.
2. The director shall not serve in any other position including, but not limited to, instructional staff member or family worker, during the same hours as he/she is serving in the capacity of center director.

5. If the director is required to be on-site for a required District, DOE, or DCF function, or is using paid time off, he/she shall assign an on-site designee, pursuant the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*. The designee shall not be a district-funded classroom teacher or teacher assistant.

E. Staff Qualifications

The Provider's staff shall have the following qualifications:

1. All "Appropriately Certified Teachers" shall hold a bachelor's degree and, at a minimum, a Certificate of Eligibility or Certificate of Eligibility with Advanced Standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B et seq.*
2. The Provider shall require all "Appropriately Qualified Teacher Assistants", both new hires and existing staff, to have, at a minimum, a high school diploma or its equivalent and, in school districts or schools supported by Title 1 funding, to also meet the requirements established by the Every Student Succeeds Act, P.L. 114-95.
3. The Provider shall notify the District in writing, within thirty (30) business days, of any termination of employment of teachers or teacher assistants serving children in preschool classrooms and when the employment of new personnel takes place.
4. In Districts approved to participate in the Limited Certificate of Eligibility/Certificate of Eligibility with Advanced Standing Pilot Program, the Provider shall be considered a part of the District's plan for participating teachers.

F. Staffing Standards

The Provider shall comply with the following staffing standards for the six-hour comprehensive educational Program:

1. Class Size
Contracted class size shall not be greater than fifteen (15) children with one certified teacher and one appropriately qualified teacher assistant, pursuant to *N.J.A.C. 6A:13A-4.3*. This ratio should be in place for the six (6)-hour day as described below.
2. Line of Sight
The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6)-hour comprehensive educational Program day.
3. Teacher Absences
A substitute teacher and/or substitute teacher assistant shall be present and working in the preschool classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The substitute teacher shall hold, at a minimum, a substitute credential pursuant to *N.J.A.C. 6A:9B-7 et seq.* A vacant teaching position shall not be filled by an individual holding only a substitute credential for longer than 20 school days, *N.J.S.A. 18A:16-1.1(a)*. The Commissioner may grant an extension of up to an additional 20 school days upon written application from the District demonstrating its inability to hire an appropriately certified teacher for the vacant position within the original 20-day time limit. The qualification for a substitute teacher assistant shall, at a minimum, be a high school diploma. The District shall share its current substitute list with

the Provider. The District shall work with the Provider in acquiring substitute certification for qualified staff.

4. District staff will not actively recruit staff from the Child Care Program. Districts will agree to fund Child Care Programs at a level allowing for pay parity between the two Programs.

G. Family Workers

The Provider shall have one (1) full time family worker, as required by *N.J.A.C. 6A:13A-4.6 (b) 2i-iv*, in place for a maximum of 75 children being served by the Provider who shall:

1. Collaborate with the School District staff to ensure that activities for family involvement and social services occur. District will invite Child Care families to participate in their parent involvement activities.
2. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
3. Provide all requested data to the District.
4. Report to the director and collaborate with appropriate District social services staff.
5. Complete a minimum of three (3) visits with each family in each school year.
6. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.

H. Criminal History Background Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*, shall ensure that a Criminal History Record Information (CHRI) fingerprint background check is completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the DCF.

1. Within two weeks after a new staff member begins working at the center, the Provider shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.
3. The Provider's director or human resource director shall certify to the District that all procedures related to background checks are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*.

4. If it is discovered during the course of the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation as determined by the DCF, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Provider must ensure that any Provider or District newly hired employee or consultant does not have unsupervised access to children until the entire background check process is complete.
7. The Provider must also ensure that any Provider or District employee, consultant, or contractor with access to children enrolled in the Program must have the entire background check completed at least once every five years, in accordance with federal and state regulations.
8. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11*.

I. Child Abuse Record Information Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Provider shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Provider shall ensure that a current staff member is present whenever the new staff member is in the presence of children.
3. The Provider's director or human resource director shall certify to the District that all procedures in relation to CARI checks are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-4.9*.
4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been substantiated against a staff member, said staff member shall be immediately removed by the Provider.

5. Failure by the Provider to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. Provider must conduct the complete background checks for each employee, consultant, or contractor at least once every five years, in accordance with federal and state regulations, which must include each of the checks listed in paragraphs H and I of Section III of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11*.
8. As of June 1, 2018, *P.L. 2018, c. 5* requires that all school districts, charter schools, nonpublic schools, and contracted service providers make certain inquiries regarding child abuse and sexual misconduct of prospective employees who will have regular contact with students. Consistent with the statute, the DOE has developed employment forms that hiring entities may use to complete the required employment history review. If a hiring entity chooses not to use the forms provided below, the hiring entity is still required to comply with the terms of the statute. Please note that this employment review is separate from the criminal history review requirements. The resources below include two forms and a list of frequently asked questions regarding the implementation of *P.L. 2018, c. 5*:
 - [Sexual Misconduct/Child Abuse Disclosure Release](#)
 - [Sexual Misconduct/Child Abuse Disclosure Information Request](#) (follow-up form)

J. Nondiscrimination

The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including Title VII of the Civil Rights Act of 1964 and the New Jersey Law Against Discrimination, *N.J.S.A. 10:5-1 et seq.*, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, 42 U.S.C. §1201 et seq.

1. The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the above provisions of the above nondiscrimination clause.

3. The Provider certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the Provider 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.
4. The Provider agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
5. The Provider agrees to inform in writing to its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.
6. The Provider 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.
7. In conforming with the targeted employment goals, the Provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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.
8. Providers must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed at [NJ Treasury Division of Purchase and Property webpage](#)

K. Confidentiality of Pupil Records

The Provider shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Provider shall not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law in strict accordance with N.J.S.A. 18A:36-19, *N.J.A.C. 3A:52-1.1 et seq.*, *N.J.A.C. 6A:32-7.1 et seq.*, and the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

L. Attendance Records

The Provider shall collect and report daily attendance information on each enrolled child in the following manner:

1. The Provider and District will work together to address chronic absenteeism which is defined as missing at least ten (10) percent of school days, or 18 days of a 180-day school year. Providers with excessive absenteeism rates should create an action plan.

2. If any enrolled child is absent without excuse for up to ten (10) consecutive days of school, the District and Provider shall make every effort to contact the family and get the child to school. The District and Provider may begin attempts to contact the family prior to ten (10) consecutive unexcused absences.
3. The Provider will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without excuse for ten (10) consecutive days of school, the child shall no longer be enrolled and the District/Provider may fill the slot with another child.
4. Daily attendance reports shall be provided to the District on a monthly basis. The District will be responsible for entering the attendance data into their data system. If the District requires entry of data into their system, additional compensation shall be provided to the contracted Provider.
5. In accordance with the Zero Tolerance for Guns Act, *N.J.S.A. 18A:37-7 et seq.* and *N.J.A.C. 6A:13A-4.4 (g)*, preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.

M. Financial Management System

The Provider shall implement sound fiscal practices that include, but are not limited to:

1. Adherence to Treasury Circular 15-08-OMB, requiring recipients of State aid funds to have an annual single audit, an annual financial statement audit or a Program-specific audit, based on the State aid funds received. A Program specific audit can be elected when a recipient's State financial assistance is under only one State Program, i.e., Preschool Education Aid.
 - Recipients that expend \$750,000 or more in State financial assistance within their fiscal year must require these recipients to have annual single audits or Program-specific audits.
 - Recipients that expend less than \$750,000 in State financial assistance within their fiscal year but expend \$100,000 or more in State financial assistance within their fiscal year, must require these recipients to have either a financial statement audit performed or a Program-specific audit.
2. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
3. Making expenditures in strict accordance with the DOE's 2024-2025 Private Provider Budget and Expenditure Guidance.
4. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
5. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.

6. Making modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
7. Amending the approved budget, when appropriate, with approval by the District Board of Education.
8. Timely completion of all financial requirements and timely electronic submission of all financial reports described in Section VII of this Agreement.

IV District/Provider Coordination, Cooperation

- A. The Provider and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* are met.
- B. The District shall, at a minimum, provide a Preschool Instructional Coach for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers in accordance with *N.J.A.C. 6A:13A-4.2*. Preschool Instructional Coaches will also address special needs including, but not limited to, providing additional assistance to uncertified or inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Provider agrees to allow the Preschool Instructional Coaches to provide coaching and professional development services in the Provider's contracted classrooms. The District, with the center director and the teaching staff, shall develop an individualized professional development plan for the teaching staff that describes the role and activities of the Preschool Instructional Coach for the school year. The District shall notify the Provider within thirty (30) days of any staffing changes in Preschool Instructional Coach positions and assignments.
- C. The District shall make available to the Provider appropriate in-service training and systematic professional development activities.
- D. The District shall include the Provider's teachers, in addition to assistant teachers, family workers, and any additional positions funded by Preschool Expansion Aid, in all professional development experiences offered by the District for the preschool teaching staff. The Provider's teachers must attend a minimum of **{insert number}** professional development in-service/trainings/workshops offered by the District.
- E. The District shall make available a substitute teacher list to the Provider.
- F. The District shall verify the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all preschool teaching staff in a Provider and shall verify that all required background and criminal checks on all employees have been conducted.
- G. The District and the Provider shall articulate plans and activities for children and parents who are making the transition to elementary schools.
- H. The District shall make available health and social service resources to the Provider.
- I. The District and Provider are jointly responsible for recruitment of children.

- J. The District is responsible for ensuring that each preschool child is screened within two months of school entry using a developmentally-based early childhood screening assessment approved by the DOE.
- K. Eligibility for contract renewal is based on each contracting Provider classroom maintaining a minimum reliable score of **{all districts must insert a 4.5 unless discussion with DOE results in a different score entry}** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District by an individual deemed reliable by the tool developer in each classroom no less than once every three (3) years.
- L. The Provider shall allow District or DOE designee(s) necessary access to conduct needs assessments and data collection.
- M. The District shall provide financial management assistance to the Provider in the development and monitoring of the Provider's annual budget and implementation of the preschool Program.
- N. The District shall provide a copy of its work schedule for all teaching staff to the Provider to allow the Provider to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- O. The District shall share with the Provider the plan for transition initiatives from Program entry to kindergarten through grade three.
- P. The Provider shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Provider is bound by such an agreement.
- Q. The Provider shall receive written approval from the District, consistent with *N.J.A.C. 6A:13A-7.1(c)* prior to any change affecting physical space or location of classrooms.
- R. Providers must notify the District within 24 hours of any on-site injuries or institutional abuse allegations within the District-funded classrooms. At a minimum, reporting should include: 1) the occurrence of an injury or illness while under the Provider's supervision that results in a child visiting the emergency room; 2) the occurrence of an injury or illness while under the Provider's supervision that results in a child's admittance to the hospital; 3) the death of a child while under the Provider's supervision; or 4) the occurrence of an injury or illness that results in a call to 911, on-site medical or transported emergency care, or urgent care.
- S. McKinney-Vento and the New Jersey Administrative Code applies to homeless children and youths, which includes children attending preschool Programs. District and Provider shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood Programs.
 - 1. School Districts that offer a public preschool education Program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4)), (*N.J. A.C. 6A:17-2.1, 6A:17-2.3*).

2. McKinney-Vento requires state and local educational agencies (LEAs) to remove barriers to school enrollment (42 U.S.C. §11432(g)(1)(I)), (*N.J.A.C. 6A:17-2.4(a)(3)*).
 3. Districts must ensure the immediate enrollment of children experiencing homelessness, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment is one of the core protections of the McKinney-Vento Act (42 U.S.C. §11432(g)(3)(C)), (*N.J.A.C. 6A:17-2.5(g)*).
 4. Ongoing communication, collaboration, and coordination between Provider and District, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members are vital in order to increase the enrollment of children and the provision of services to them and their families.
 5. In accordance with McKinney-Vento and New Jersey Administrative Code (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*), Districts must provide transportation to ensure children experiencing homelessness have access to their educational day.
 6. School Districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)), (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*). In addition, transportation to the School District of residence must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)(I)(iii), (*N.J.A.C. 6A:17-2.4(a)(7)*)). Districts must continue to provide transportation to and from the School District of residence to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(i)(II), (*N.J.A.C. 6A:17-2.5*). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)), (*N.J.A.C. 6A:17-1.1, N.J.A.C. 6A:17-2.4*).
- T. The District will require that all Provider teachers fulfill their school year and will not allow staff to move from Provider classes to the District any time during the school year once classes have started. Their employment agreement with Provider will be honored.
- U. The District, in the spirit of partnership, will not actively recruit teaching staff or supervisors from the Provider.

V. Monitoring of Program Performance

- A. The District and the DOE are responsible for monitoring the Provider on a regular basis to ensure that the Provider is delivering a quality Program. The Provider shall provide the District, the DOE, and the Department of Human Services access to its site and Program records for purposes of monitoring and ensuring that the Provider is complying with all aspects of this Agreement.
- B. The Provider shall inform the District in writing of all conditions that may negatively affect or are negatively affecting the performance of services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Provider to correct the problems and when corrective action will be taken.
- C. The District may, at any reasonable time, make site visits to inspect the Program, facility, books, records, and equipment relating to the provision of the early childhood education services,

review Program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

- D. The District shall conduct on-site monitoring at least twice in each contract year to assess compliance and shall ensure that the Provider is complying with the requirements of this Agreement.
- E. The District shall assess classroom quality and create action plans for teaching staff using the following steps:
 - 1. The District shall score Program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (K) of this Agreement.
 - 2. An action plan shall be developed and implemented by the District and Provider if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Provider in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Preschool Instructional Coach shall provide technical assistance to the classroom teacher based upon the action plan.
 - 3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Provider may request that the classroom or Program be evaluated by a reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, steps shall be taken to remove the Provider teacher from the classroom or not renew or terminate the preschool Program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

VI Records, Maintenance and Retention of Records

- A. Any and all records concerning the operation of the Program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.
- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Provider during the prior school year.
- C. If the provider intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Provider must consult and seek written approval from the District, prior to any destruction of records. Otherwise, the Provider shall transfer those records to the custody of the District.
- D. The Provider shall cause all subcontractors to comply with the terms of this Section.
- E. The Provider shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE, and/or DCF. A copy of said documents shall be provided to the District, the DOE, and/or DCF upon request.

- F. The Provider shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute(s) or regulation(s). The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Provider shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Provider to the District and the DOE, upon written request.

VII Compensation

- A. The maximum number of children for which the Provider will be compensated is { **unknown at this time**} for the 2024-2025 school year. The District shall pay monthly to the Provider one eleventh (1/11) of the provider's approved 2024-2025 budget planning document with first payment to be issued by the District by August 1, subject to revisions pursuant to Subsection VII(C), (D), (G), & (H). Any revisions made pursuant to Subsection VII(C), (D), (G), & (H) shall be made based on the provider's average daily enrollment, not average daily attendance. The District-approved 2024-2025 budget planning document is attached as Attachment B.
- B. From October through June, in the event the average monthly enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above.
- C. From October through June, in the event the average monthly enrollment for the month is less than fourteen-fifteenths (14/15) of the number of contract slots, the amount due the following month under the contract shall equal the monthly amount multiplied by the average monthly enrollment for the month, divided by the number of contract slots.
- D. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 1.
- E. The Provider shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection III (L)(4).
- F. Collection of attendance information should be used for operational and reporting purposes only.
- G. The District shall make eleven (11) monthly payments to the Provider in the sum of one-eleventh (1/11) of the revenues provided under the Provider's District-approved 2024-2025 budget planning document as set forth in A above.
- H. Except for September 1, payment shall be made each month following receipt and verification of the Provider's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with C and F above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2025.
- I. The Provider agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(5), of actual, approvable, reasonable and customary expenditures signed and

certified by the director and officer of the corporation (if the director is not an officer), is incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records, and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.

1. If the provision for receipt and verification of the Provider's enrollment as described in H above are met, monthly payments shall be made on: September 1, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2025.
2. Quarterly Expenditure Reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: October 15, January 15, April 15, and June 30, respectively.
3. The Provider will appropriately expend funds to meet the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A* for each category of goods and services in their District-approved 2024-2025 budget planning document, including, but not limited to, instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the District's comprehensive preschool curriculum.
4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Provider for large expenditures related to approved budget items including, but not limited to, playground equipment.
5. Districts may not withhold funding at any time during the contract period without meeting with the Provider. Any funds withheld during the contract period, and any associated meetings with the Provider, must be documented. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*.

VIII Availability of Funds

The parties recognize that payments by the District to the Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Provider is aware that the District's receipt of state funds is expressly conditional upon allocation, review, and approval by the DOE.

IX Term of Agreement

The term of this Agreement shall be from date of award, 2024 to June 30, 2025.

X Renewal or Non-Renewal of a Preschool Program Contract

- A. The District, DOE, and Provider shall use the following processes for renewal or non-renewal of the Provider preschool Program contract:
 1. For all Provider contract renewals:

- a. The District shall notify any Provider, in writing on or before April 1 of each contract year, of its intent to renew the preschool Program contract for an additional one-year term.
 - b. The Provider shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.
2. For all Provider contract non-renewals:
- a. The District shall notify the Provider, the DOE, Division of Early Childhood Services, and the DCF, Office of Licensing with a full explanation in writing on or before April 1 in any contract year of the intent to not renew any Provider's preschool Program contract for an additional one-year term and/or an intention to reduce slots. The notification shall include the reason(s) for non-renewal, including, but not limited to:
 - i. Fiscal mismanagement: The District must provide documentation verifying evidence of the Provider's fiscal mismanagement as well as documentation that the District attempted to assist the Provider to correct fiscal mismanagement issues.
 - ii. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.
 - iii. Available in-District classroom space: For a non-renewal based on available in-District space, the following requirements must be met:
 - (1) The new configuration must meet the elements of high quality described in *N.J.A.C. 6A:13A* and educational facilities standards for preschool described in *N.J.A.C. 6A:26*; and
 - (2) It must be economically more efficient to serve the preschool children in the district space, after considering all costs associated with providing the preschool Program; and
 - (3) The quality of the current in-District preschool Program must meet an average ECERS-3 score of at least four point five (4.5).
 - b. The Provider may dispute the non-renewal and/or slot reduction of the preschool Program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.
 - c. The appropriateness of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE ("Commissioner") pursuant to *N.J.A.C. 6A:3*, Controversies and Disputes.
 - d. Upon non-renewal, the District shall recover from the Provider all playground materials, playground equipment both installed and uninstalled, start-up classroom materials and start-up classroom technology or the monetary equivalent thereof. The

amount to be recovered shall be determined by current market value or depreciated value of said items (as per Federal Depreciation schedule), whichever is lower.

XI Termination of a Preschool Program Contract (see *N.J.A.C. 6A:13A-9.4(b)*)

- A. The District shall have the right to terminate this Agreement immediately upon:
1. Notice of revocation of the Provider's license;
 2. Provider's breach of any of the following provisions of this Agreement:
 - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;
 - b. Failure to conduct CARI checks as set forth in Subsection III(I) of this Agreement; or
 - c. Violation of any federal, state or local law or regulation regarding the secular nature of Programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
 3. Provider's action(s) or inaction(s) that placed children in the Program at serious risk of harm.
- B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:
1. If a Provider fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Provider and the DOE, Division of Early Childhood Services of the deficiency in writing.
 2. If the Provider fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and if the Provider fails to implement the correction action plan within ninety (90) days, the District may initiate termination of this Agreement upon written notice to the Provider and DOE, Division of Early Childhood Services. Termination of the contract shall be subject to written approval by the DOE to the District and Provider.
 - a. District must submit the deficiency in writing
 - b. Provider must submit a corrective action plan within thirty (30) days
 - c. Provider must implement the corrective action plan within ninety (90) days.
- C. The Provider shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*. The filing of an appeal under *N.J.A.C. 6A:3* shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Provider may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.

1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Provider receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology based on DOE approval. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.
- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Provider, the Provider shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI(A) in which case termination shall be immediate. At no time shall the Provider be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Provider will be reimbursed for this continued service at the funding level established in Section VII of this Agreement.

XII Informal Dispute Resolution Process

- A. The District and Provider shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*.

XIII Subcontracting and Assignment

- A. The Provider shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.
- B. The Provider agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. All subcontracts entered into by the Provider shall include a provision whereby the subcontractor acknowledges its obligation to make all pertinent records available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.
- C. The subcontractor shall comply with all applicable laws and regulations.

XIV Indemnification

- A. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider

under this Agreement, nor shall they be construed to neither relieve the Provider from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.

- B. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization, or other entity.

XV Insurance

- A. The Provider shall procure and maintain, at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Provider expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Provider's obligations assumed in this Agreement, and shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

1. The types and minimum amount of insurance shall be as follows:

a. General Liability Insurance

- i. The minimum limits of liability for this insurance shall be as follows:

(A) Bodily Injury Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(B) Property Damage Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

- ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.

b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

- i. Bodily Injury Liability: \$2,000,000.00 each occurrence;

ii. Property Damage Liability: \$2,000,000.00 each occurrence; and

iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Provider shall equip any vehicle and/or bus used in the transportation of children with "children's seats."

c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

- (1) \$1,000,000 Bodily Injury, each occurrence;
- (2) \$1,000,000 Disease each employee; and
- (3) \$1,000,000 Disease aggregate limit.

e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the Provider insuring against loss from employee's dishonest acts. The Bond shall be in the amount of a percentage of the current year's budget set forth in the schedule below:

Total Budget	Minimum Bond Amount
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus ½ percent of all over \$5,000,000
10,000,000.01 and upwards	\$180,000 plus ¼ percent of all over \$10,000,000

In fixing such minimum bond, round to the nearest \$1,000.

2. The Provider shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Provider's insurance coverage in accordance with the foregoing provisions. Such Certificates of Insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
3. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Provider shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Provider assumes under this Agreement and as imposed by law.
4. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The Provider shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided.

In the event that the Provider provides evidence of insurance in the form of Certificates of Insurance valid for a period of time less than the period during which the Provider is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Provider shall be obligated to renew its insurance policies as necessary and to provide new Certificates of Insurance from time to time, so that the District is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions.

5. In the event the Provider fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Provider reinstates the insurance, consistent with the requirements of this Agreement. Upon reinstatement, the District will promptly pay the Provider all money withheld in accordance with this provision. If the Provider does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.
6. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization, or other entity.

XVI Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if:

- a) Delivered by registered and certified mail, return receipt requested, or
- b) Delivered by hand.

Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

For the District:

District Contact Name, Title and Address

Mr. Kevin Campbell/School Business Administrator/Board Secretary

200 Ramsey Ave., Lakewood NJ 08701

With a copy to:

General Counsel Name and Address

Mr. Michael I. Inzelbuch, Esq.

1340 W. County Line Rd, Lakewood NJ 08701

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)