

**RAHWAY BOARD OF EDUCATION  
RAHWAY, NEW JERSEY 07065**



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

**Proposal Specifications & General Requirements**

## **PROFESSIONAL DEVELOPMENT; LITERACY AND MATH INSTRUCTION**

**Proposal No: CC #01-202425**

**Thursday, January 9, 2025**

Proposal Opening Date

**11:00 a.m.**

Proposal Opening Time

**RAFIK TAWFIK**

School Business Administrator/Board Secretary

**Federal Funds**

**Federal Funds**

**RAHWAY BOARD OF EDUCATION  
RAHWAY, NEW JERSEY 07065**

**Competitive Contracting-- Request for Proposals (RFP)**

**Legal Advertisement**

The Rahway Board of Education solicits proposals through the Competitive Contracting process in accordance with N.J.S.A. 18A:18A-4.1 et seq., and Federal Code 2 CFR 200.320 (b) (2).

**PROFESSIONAL DEVELOPMENT; LITERACY AND MATH INSTRUCTION  
CC #01-202425**

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

**Rafik Tawfik**

School Business Administrator/Board Secretary  
Rahway Board of Education  
1139 Kline Place  
Rahway, New Jersey 07065  
Email: rtawfik@rahway.net

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

The envelope is to bear the following information:

Title: **Professional Development; Literacy and Math Instruction**  
Proposal No.: **CC #01-202425**  
Name and Address of the Respondent  
Proposal Due Date: **Thursday, January 9, 2025**  
Proposal Opening Time: **11:00 a.m.**

Location of Proposal Opening

RAHWAY BOARD OF EDUCATION  
1139 Kline Place  
Rahway, New Jersey 07065

The proposal opening process will begin on the advertised date and time at the Rahway Board of Education, 1139 Kline Place, Rahway, New Jersey 07065. 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 currently accept electronic (e-mail) submissions of Competitive Contracting proposals.

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.

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.

**PUBLIC NOTICE: PROCURING GOODS AND SERVICES FINANCED WITH FEDERAL FUNDS**

The Board of Education hereby provides public notice that Federal funds will be used to procure the goods/services as outlined in the proposal specifications. The percentage of the cost of the goods/services is outlined below:

<b>Federal Program</b>	<b>Percentage of the Total Cost of Proposal</b>
Title I and Title 1 SIA Funds	One Hundred Percent (100%)

**CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS**

As a requirement for submission of the proposal, all respondents are to read the Certifications Section for Federal Contract Requirements, found at the end of the proposal package. The respondents shall be responsible for the completion, execution, and submission of all required certification documents.

**Rafik Tawfik**  
**School Business Administrator/Board Secretary**

## **STANDARDS OF CONDUCT; CONFLICTS OF INTERESTS ETHICS IN PURCHASING**

The Board of Education, pursuant to **Federal Regulation 2 CFR 200.318 (c) (1)**, hereby establishes the following *Standard of Conduct: Conflict of Interests in the selection, award, and administration of contracts using federal funds.*

### **Conflict of Interest**

No employee, officer, or agent of the Board of Education may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

### **Financial Interest; Involvement in Contracts**

No person officially connected or employed with, the Board of Education shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

### **Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors**

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

### **Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the Board of Education shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence any official or employee of the Board in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

### **Disciplinary Actions for Violations of Standards**

Officers, employees and agents of the Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

### **Debarred and Suspended Vendors—2 CFR Appendix II Section (H)**

The District notifies all vendors and contractors that a contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). Debarment and Suspension. (Ref. 2 CFR 200.212).

### **Disclosure of Fraudulent Activities**

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, **2 CFR 200.113**. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education and the New Jersey Department of Education.

The Standard of Conduct Conflict of Interest policy and procedures pertain to all purchases made by the District when using Federal Funds.

# RAHWAY 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) **Not Required!**
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership
10. Certifications for Federal Contract Requirements

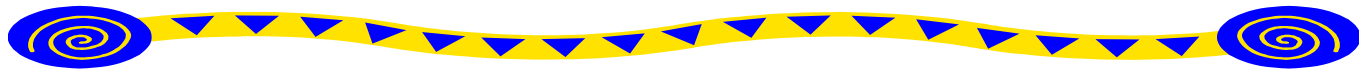
When required, the documents listed above must be submitted with the Proposal package. Failure to submit them may result in disqualification for non-responsiveness pursuant to N.J.S.A. 18A:18A-2(y).

### 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.

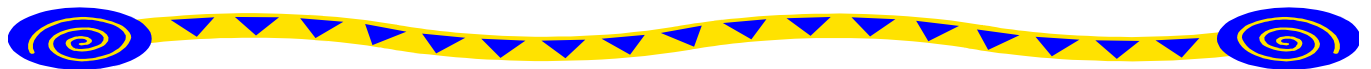
<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered the questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you 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? Not Required!	NA	NA
Consent of Surety? Not Required!	NA	NA
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the Proposal to reach the Business Office?		

RAHWAY BOARD OF EDUCATION



# Competitive Contracting

## GENERAL SPECIFICATIONS



**Rafik Tawfik**  
School Business Administrator/Board Secretary

**RAHWAY BOARD OF EDUCATION**

**COMPETITIVE CONTRACTING/REQUEST FOR PROPOSALS (RFP)**

**Professional Development; Literacy and Math Instruction**

**PROPOSALS ARE**

**TO BE SUBMITTED TO:**

**Rafik Tawfik**

School Business Administrator/Board Secretary

Rahway Board of Education

1139 Kline Place

Rahway, New Jersey 07065

**BY: 11:00 a.m. PREVAILING TIME**

**ON: Thursday, January 9, 2025**

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 **Professional Development; Literacy, and Math Instruction** 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. A duplicate is necessary to process 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: Professional Development; Literacy and Math Instruction

CC Number CC #01-202425

Name and Address Respondent

CC Due Date: Thursday, January 9, 2025

CC Deadline Time: 11:00 a.m.

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

**PURPOSE**

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.) to enter into a contract for **Professional Development; Literacy and Math Instruction**.

## 1. AFFIRMATIVE ACTION REQUIREMENTS

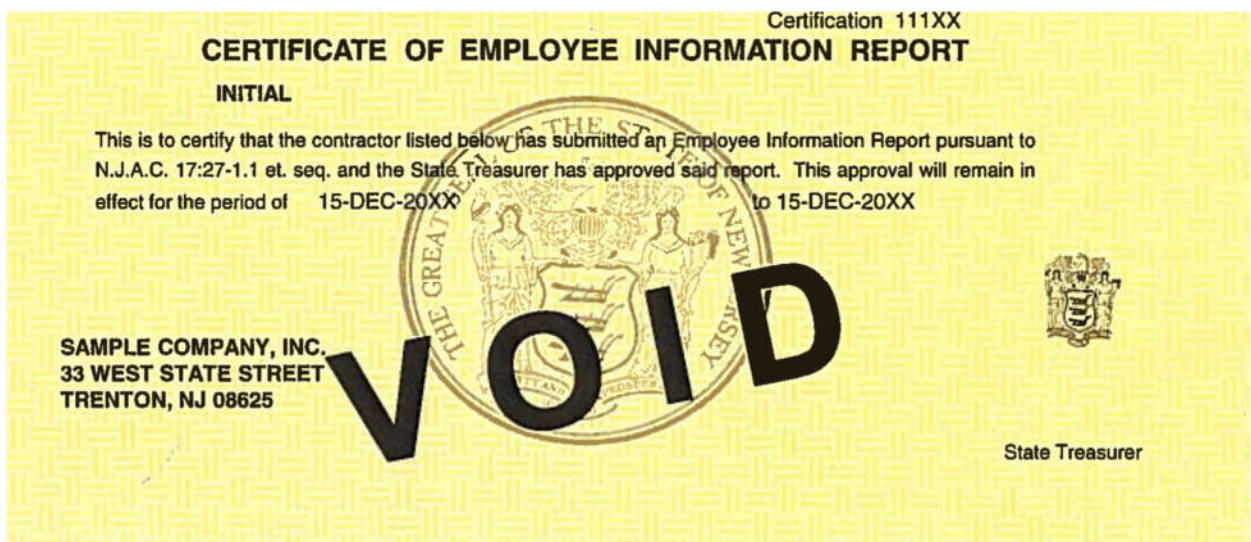
Each successful company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- 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. §121 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 NOT APPLICABLE**

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent." Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If the bidder desires to bid on an equivalent item, the bidder shall do the following:

- a. On the Bid Proposal Form, write the bidder's substitute item in ink next to the item requested, including the brand name, model number, and full description. This is the only change to the Bid Proposal Form the Board will accept.
- b. If requested, provide a sample of the substitute item before or at the time of the bid opening.
- c. If the Board does not require a sample, the bidder must provide a detailed written or typed statement demonstrating the equivalency to the item requested. This statement must be prepared and provided by the respondent. Descriptive literature (brochures, catalogs, etc.) are not substitutes for the equivalency statement, although you may include them with your bid. Failure to provide the equivalency statement will render a bid non-responsive. The bidder is responsible for demonstrating the equivalency of the items offered. In addition to the equivalency statement, provide a pamphlet or illustrative literature outlining the item's specifications, including the manufacturer's name, model number, etc.
- d. Failure to provide a sample item or an equivalency statement or literature about substitute bids when requested may be cause for disqualification of that item from the bid.
- e. It is the responsibility of the bidder to demonstrate the equivalency of the items offered.

Please note: Bidders are only to bid brand name or equivalent. The Board will not accept multiple bids on individual items.

## **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 a copy of their "New Jersey Business Registration Certificate" with their response package 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: 0107330  
ISSUANCE DATE: 07/14/04

Acting Director  
*John S. Tully*

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:  
20041014112823533

### 9. CERTIFICATE (CONSENT) OF SURETY **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. CHALLENGES TO SPECIFICATIONS; RFP PROTEST N.J.S.A. 18A:18A-15; 2 CFR 200.318 (k)**

Any prospective respondent who wishes to challenge an RFP specification shall file such challenge in writing with the School Business Administrator/Board Secretary/Board Secretary no less than three (3) business days prior to the opening of RFP responses. Challenges filed after that time shall be considered void and have no impact on the school or the award of a contract. All RFP award protests shall be filed with the School Business Administrator/Board Secretary/Board Secretary prior to the award of the contract.

**11. 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.

- **Federal Contracts**

Contractors and vendors having federal contracts for the School Food Authority shall provide access to their records to duly authorized representatives of the district, the New Jersey Department of Agriculture, and the United States Department of Agriculture, when applicable.

## **12. COORDINATION OF ACTIVITIES**

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

## **13. 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.

## **14. DEBARMENT; SUSPENSION; DISQUALIFICATION; N.J.A.C. 17:19-4.1 et seq. 2 CFR Appendix II, Section (H); 2 CFR 200.318 (h)**

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](http://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)

## **15. 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.

## **16. 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

\*Please check your RFP package for these forms!

## **17. 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 with 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.

## **18. 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 statute.

N.J.S.A. 56:9-11 Violations, crime; grading.

- a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.
- b. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value less than \$1,000,000.00 shall be guilty of a crime of the third degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value equal to or greater than \$1,000,000.00 shall be guilty of a crime of the second degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation **involving bid rigging on public contracts**, regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

### **19. 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**      **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 Rahway 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.**

## **20. 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.

## **21. 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 the Board of Education does not require a formal contract, 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 the contracts and return them 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.

**22. INSURANCE AND INDEMNIFICATION\_ 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:

**Rahway Board of Education**  
c/o School Business Administrator/Board Secretary  
1139 Kline Place  
Rahway, New Jersey 07065

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

“Rahway 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 to but 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.

#### **23. INSURANCE; PROFESSIONAL LIABILITY – 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:

**Rahway Board of Education**  
c/o School Business Administrator/Board Secretary  
1139 Kline Place  
Rahway, New Jersey 07065

## **24. 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.

## **25. 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](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

The Board has provided a Disclosure of Investments Activities in Iran certification form within the specifications 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 contract being awarded.

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

#### **26. 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 uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

#### **27. 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 the 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.**

## **28. 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.

## **29. PERFORMANCE BOND**

**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.

### **30. 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](http://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:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - 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.

### **31. 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 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.**

### **32. 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/>

**33. PRE-SUBMISSION OF PROPOSAL MEETING**

**NOT SCHEDULED**

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Rahway, New Jersey 07065

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 proposal's procurement and contracting requirements.

• **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.

• **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.

#### **34. 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.

#### **35. 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

#### **36. 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.**

#### **37. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or **school district**, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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 own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Statement of Ownership Form included shall be completed and submitted with the bid proposal. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

### **38. 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.

### **39. 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.

### **40. 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.

### **41. 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 School Business Administrator receives the written request 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 School Business Administrator receives the written request 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 the contractor made an error or omission and that the error or omission was a substantial computational error or unintentional omission, or both.

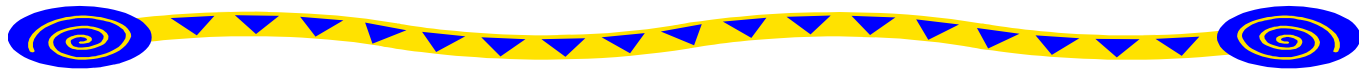
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator and/or the Board Attorney, and a recommendation will be made to the Board of Education.

If the Board of Education grants permission to withdraw the proposal, 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.

**PUBLIC NOTICE: PROCURING GOODS AND SERVICES FINANCED WITH FEDERAL FUNDS**

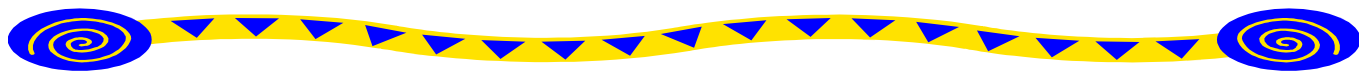
The Board of Education hereby provides public notice that Federal funds will be used to procure the goods/services as outlined in the proposal specifications. The percentage of the cost of the goods/services is outlined below:

<b>Federal Program</b>	<b>Percentage of the Total Cost of Proposal</b>
Title I and Title 1 SIA Funds	One Hundred Percent (100%)



# **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)).



**Rafik Tawfik**  
School Business Administrator/Board Secretary

**ACKNOWLEDGEMENT OF ADDENDA**

**Proposal No. CC #01-202425**

**Proposal Date: Thursday, January 9, 2025**

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.

<b>ADDENDA NO.</b>	<b>ISSUING DATES</b>
_____	_____
_____	_____
_____	_____
_____	_____

**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 #01-202425**

Proposal Date: **Thursday, January 9, 2025**

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 \(state.nj.us\)](http://state.nj.us)

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 proposal.

Name: \_\_\_\_\_

**Signature** \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**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 who 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**

**Rahway 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 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**

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

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 #01-202425

## 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:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - 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.**

<sup>1</sup> 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**

**County Name: Union**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 20, 21, 22, & 29

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

County:

Commissioners	County Clerk	Sheriff	Surrogate
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Municipalities (Mayor and members of the governing body, regardless of title):

Berkeley Heights Township	Linden City	Springfield Township
Clark Township	Mountainside Borough	Summit City
Cranford Township	New Providence Borough	Union Township
Elizabeth City	Plainfield City	Westfield Town
Fanwood Borough	Rahway City	Winfield Township
Garwood Borough	Roselle Borough	
Hillside Township	Roselle Park Borough	
Kenilworth Borough	Scotch Plains Township	

Boards of Education(Members of the Board):

- Berkeley Heights Township
- Clark Township
- Cranford Township
- Elizabeth City
- Garwood Borough
- Hillside Township
- Kenilworth Borough
- Linden City
- Mountainside Borough
- New Providence Borough
- Plainfield City
- Rahway City
- Roselle Borough
- Roselle Park Borough
- Scotch Plains-Fanwood Regional
- Springfield Township
- Summit City
- Union Township
- Westfield Town
- Winfield Township

**To be completed, signed, and returned with Proposal**

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

Proposal No. CC #01-202425

Proposal Date: Thursday, January 9, 2025

**Professional Development; Literacy and Math Instruction**

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**

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

**VENDOR CERTIFICATION**

**Direct/Indirect Interests**

I declare and certify that no member of the Rahway 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**

**RAHWAY 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](http://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.

**RAHWAY 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 **Rahway 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 **Rahway Board of Education** to notify the **Rahway 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 **Rahway Board of Education** and that the **Rahway 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**

**Professional Development; Literacy and Math Instruction**

Proposal No. CC #01-202425

Proposal Date: Thursday, January 9, 2025

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 the 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 **Rahway 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<sup>i</sup>") 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://sanctionsearch.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 (Street)	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 there unto, 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.

## **APPENDIX B**

### **EXHIBIT A**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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:

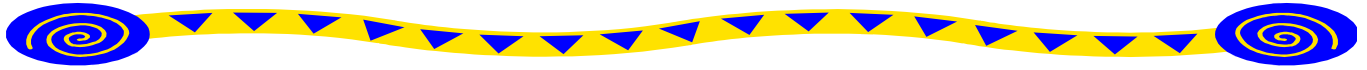
Letter of Federal Affirmative Action Plan Approval;

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/](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.

ANYTOWN TOWNSHIP BOARD OF EDUCATION  
RAHWAY, NEW JERSEY



**FEDERAL CONTRACT  
PROVISIONS**  
**Appendix II to Part 200**

**CERTIFICATIONS**

**Public Works, Goods and Services; Food Services Contracts**

**REVIEW AND SIGN:**

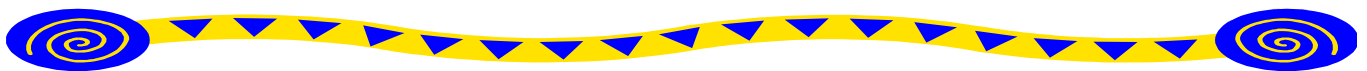
Attachment A

Attachment B

Attachment C

Certification of Non-Debarment

**SUBMIT FORMS WITH BID/PROPOSAL AND CONTRACT DOCUMENTS**



**Rafik Tawfik**

School Business Administrator/Board Secretary

## Federal Contract Requirements/Certifications

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government, and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**, including, but not limited to, the following:

**Please Note: Food Services Contracts—When Applicable**

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

When applicable, contractors shall comply with the Board’s Specifications and General Requirements for Food Services contracts and the following Federal Regulations:

- National School Lunch Program 7 CFR 210.21
- School Breakfast Program 7 CFR 220.16
- Special Milk Program 7 CFR 215.14(a)
- Summer Food Service Program 7 CFR 225.17
- Buy American 7 CFR 210.21(d)

### Specific Contract Requirements

The Contractor shall comply with all aspects of the Board’s Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.

**ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:**

**Equal Employment Opportunity** –*If the contract exceeds \$10,000, it shall* contain a provision requiring compliance with E.O. 11246 – Equal Employment Opportunity, as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

- (1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2)** The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4)** The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7)** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

*Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Provided*, however, that in the event a [contractor](#) becomes involved in, or is threatened with, litigation with a [subcontractor](#) or vendor as a result of such direction by the [administering agency](#), the [contractor](#) may request the [United States](#) to enter into such litigation to protect the interests of the [United States](#).

The [applicant](#) further agrees that it will be bound by the above [equal opportunity clause](#) with respect to its own employment practices when it participates in federally assisted construction work:

*Provided*, That if the [applicant](#) so participating is a State or local [government](#), the above [equal opportunity clause](#) is not applicable to any [agency](#), instrumentality or subdivision of such [government](#) which does not participate in work on or under the [contract](#).

The [applicant](#) agrees that it will assist and cooperate actively with the [administering agency](#) and the [Secretary](#) of Labor in obtaining the compliance of [contractors](#) and sub-[contractors](#) with the [equal opportunity clause](#) and the rules, regulations, and relevant orders of the [Secretary](#) of Labor, that it will furnish the [administering agency](#) and the [Secretary](#) of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the [administering agency](#) in the discharge of the [agency's](#) primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **USDA Non-Discrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form.

The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR Appendix II to Part 200 and Other Contract Provisions**

All contractors and vendors submitting proposals for goods and services when Federal Funds are being expended agree to comply with the following contract provisions:

#### **Minority Businesses, Women’s Businesses, and Small Businesses 2 CFR 200.321 (a)**

If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority, and women’s businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women’s businesses on solicitation lists; (2) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women’s businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

#### **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Compliance with the Contract Work Hours and Safety Standards Act**

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages

**(3) Withholding for unpaid wages and liquidated damages.** The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act/Clean Water Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor also agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**Byrd Anti-Lobbying Amendment (31 U.S. C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. (See Attachment B to this Addendum). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

**Buy American—7 CFR 210.21 (d) and N.J.S.A. 18A:18A-20; 2 CFR 200.322 Domestic Preferences for Procurements.**

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or “domestic commodity or products” (51% or more), of the United States be used, wherever available for the food services program. This “Buy American” clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.

The Purchasing Agent should to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**(b)** For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Debarment and Suspension—2 CFR Appendix II Section (H) (E.O. 12549 and E.O. 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) (See Attachment C to this Addendum)

Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110). The Contractor shall complete and submit a Certification of Non-Debarment for Federal Government Contracts form as provided in this document.

**Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act)**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Political Activities (Hatch Act, 31 USC § 1352)**

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity of any kind or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies. Contractor shall at all times comply with 31 U.S.C. § 1352.

**Energy Efficiency Standards**

The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

**Drug-free Workplace 2 CFR 421**

In accordance with the Drug-Free Workplace Act of 1988 (as amended) the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of Part 2 CFR 421.

**Termination of Contract**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or 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 by the District by the contractor's breach of this agreement. The Board may withhold payment due 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 District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

**Trafficking Victims Protection Act of 2000, 2 CFR Part 175**

In accordance with the Trafficking Victims Protection Act of 2000 (TVPA), (as amended) 2 CFR Part 175 et seq., the Board of Education may terminate the award, without penalty, if the recipient of a contract

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award is in effect; or
- Uses forced labor in the performance of the award or sub-awards under the award.

Complete, Sign & Return

**ATTACHMENT A**

Complete, Sign & Return

**Goals and Timetables for Minorities and Women**

**CONSTRUCTION PROJECTS ONLY**

**Please complete and sign:**

- Applicable** – Please provide goals and timetables; complete below
- Not Applicable** – Check off and complete below

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**ATTACHMENT B**  
**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* NAME OF APPLICANT'S ORGANIZATION

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\*Last Name:  Suffix:

\*Title:

\*SIGNATURE:  \*DATE:

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212, for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.

#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

This certification shall be completed, certified to, and submitted to the Board of Education with the proposal.

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual, Company/Firm Name	
Address of Individual, Company/Firm	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>Board of Education</b> to notify the <b>Board of Education</b> 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 <b>Board of Education</b>, permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**Complete, sign and return with contract/proposal.**

RAHWAY BOARD OF EDUCATION



# **Competitive Contracting Request for Proposal**

## **TECHNICAL SPECIFICATIONS**



**Rafik Tawfik**  
School Business Administrator/Board Secretary

**RAHWAY BOARD OF EDUCATION  
RAHWAY, NEW JERSEY 07065**

**Technical Specifications**

**PROFESSIONAL DEVELOPMENT;  
LITERACY AND MATH INSTRUCTION**

**Purpose of Proposal**

The Rahway Board of Education seeks proposals from qualified respondents (providers, consultants, companies) to provide Professional Development for Literacy and Math Instruction.

**District Information**

The Rahway Public School District, a Regular Operating District (ROD) located in the municipality of Rahway, in Union County, New Jersey, is soliciting requests for proposals through the Request for Proposal process to enter into a contract for Professional Development for Literacy and Math Instruction as here within specified.

Rahway Schools is comprised of four elementary schools, one middle school, and one high school. The District has approximately 4,260 students and 320 faculty members. The school budget is currently \$113,798,852.

The District is led by Dr. Aleya Shoieb, Superintendent of Schools, and Rafik Tawfik, School Business Administrator/Board Secretary. Dr. Tiffany Beer is the Director of Curriculum and Instruction.

As noted in its mission statement, the district is a community built on diversity, learning, and leadership.

**Mission Statement**

With diversity, equity, and inclusion as our strength, the Rahway Public School community shall implement culturally sustaining, student-centered programs to address the unique needs of all students. Students are empowered to take ownership of their learning in order to become successful global citizens who are inspired to achieve their highest potential.

## SCOPE OF SERVICE

The District seeks a qualified provider to present professional development needs for the Grover Cleveland Elementary School teachers in Rahway.

### **Literacy Coaching, Professional Development, and Support—Grades 3-5**

The provider will provide coaching, training, and support to achieve the following.

- Cultivate a common understanding of a balanced literacy approach to teaching and learning among all literacy teachers. These understandings should be directly aligned with the district's curriculum.
- Help teachers fully understand and be able to successfully implement the new units of study in reading and writing.
- Provide sessions to assist classroom teachers with planning and implementing Foundations in Tier 1. As noted on the Wilson Language Training website Level 1 of Foundations reinforces the essential components of structured literacy that were learned in Kindergarten and progresses further into the study of word structure. Teachers should combine Foundations with a wide variety of text experiences and expose students to poetry, narrative, and informational text.
- The first session will be an overview for teachers on Foundations best practices.
- The provider for the remainder of the Literacy Coaching, Professional Development, and Support contract will consist of classroom observations, coaching, and feedback.
- Provide customized workshops with research-based practices for the implementation of Foundations.

### **Training Activities**

The successful respondent will provide training as follows:

- **On-Site, In-Person Professional Development (PD)—Literacy—Four (4) Days**

The successful company will provide on-site, in-person coaching, professional development, and support at the Grover Cleveland Elementary School in Rahway. As part of this contract, the company will provide the services over a four (4) day period.

District officials and the provider will mutually agree upon the dates of the on-site visits.

## SCOPE OF SERVICE

The District seeks a qualified provider to present professional development needs for the Grover Cleveland Elementary School teachers in Rahway.

### **Math Coaching, Professional Development, and Support—Grades K-6**

The provider will provide onsite coaching, training, and support as follows.

#### **Workshops and Training Sessions**

The provider is to present workshops and training sessions to meet the specific needs of the district/school. These sessions cover essential topics such as

- deepening mathematical content knowledge,
- implementing formative assessments,
- and utilizing data to group students for small-group instruction.

#### **Classroom Observations**

The provider will observe math lessons to identify strengths and areas for improvement, providing targeted, real-time feedback to teachers.

#### **Coaching Cycles**

The provider will work closely with teachers in coaching cycles that include planning, modeling, observing, and reflecting to ensure the implementation of best practices.

#### **Data-Driven Instruction**

The provider will support teachers in analyzing student data (e.g., from universal screeners or benchmark assessments) to make informed decisions about instructional priorities, set clear student learning goals, and adjust instructional practices accordingly.

#### **Training Activities**

The successful respondent will provide training as follows:

- **On-Site, In-Person Professional Development (PD)—Math—Eight (8) Days**

The successful company will provide on-site, in-person coaching, professional development, and support at the Grover Cleveland Elementary School in Rahway. As part of this contract, the company will provide the services over an eight (8) period.

District officials and the provider will mutually agree upon the dates of the on-site visits.

#### **Full Day Schedule**

As part of this contract, the full-day schedule will begin at 8:00 a.m. and continue through 3:00 p.m. with 15-30 minutes for lunch and breaks.

## Other Support and Consultation Services

### **Follow-up Support—Hourly Fee—On-site**

The District recognizes that the literacy and math consultant may be contacted occasionally to provide follow-up support. Any on-site support the consultant provides will be paid hourly and pro-rated on a quarter-hour basis. This support may include after-hours support, which is to be paid hourly.

Consultants are not to provide follow-up support unless authorized by District officials. A services log must be kept and presented to the District to document follow-up support.

### **Follow-up Support—Per Diem Fee—On-site**

The District recognizes that the literacy and math consultant may be contacted occasionally to provide follow-up support. Any on-site support the consultant provides that requires the consultant to stay on-site for a full day will be paid the daily or per diem rate.

Consultants are not to provide follow-up support unless authorized by District officials. A services log must be kept and presented to the District to document follow-up support.

## Virtual Consultation & Virtual Professional Development

The District will ask all respondents to provide per diem and per hour rates for all virtual consultations and professional development sessions.

### **Resource for District**

The district requests that the provider create a resource bank and video library that all staff can access for support and training on academic practices (e.g., reference materials, curriculum materials, best practice exemplars, recording videos of modeled lessons and strategies, parent resources, guidelines, and resources for turnkeying the training for sustainability, etc.). This shall be included in the cost and shall not be billed separately.

### **Contract Period—One Year Contract; Possible Renewal Additional Two (2) Years**

Unless otherwise noted, the term of the contract will be from

February 1, 2025, and continue through June 30, 2025

This contract is eligible to be renewed for an additional two (2) years, subject to Board of Education approval and pursuant to N.J.S.A. 18A:18A-42.

### **Coordination of Activities—Principal Point of Contact**

All activities regarding this contract will be coordinated through the office of

**TIFFANY BEER, ED.D**  
Director of Curriculum and Instruction

## **PRESENTATION PACKAGE – Submit with the RFP Response**

The Board of Education seeks information from all participating respondents that will assist the District in selecting the respondent who will provide the highest-quality services at a fair and competitive price. All respondents shall prepare a presentation package to be submitted with the RFP. The Presentation Package shall include, at a minimum, the following.

### **#I TECHNICAL CRITERION**

#### **Description of Services**

Respondents should list all services to be rendered and explain their explanation in a detailed plan for how they will provide the services. Respondents shall also provide evidence of services similar to those of other New Jersey public school districts/charter schools.

Respondents should present a detailed narrative of their approach to providing requested services. This narrative is a major component of the Technical Criterion.

By submitting a proposal, respondents acknowledge that they fully understand the scope of service, work, and activity.

Respondents must provide evidence of any innovation and/or successful approach in providing the requested services.

### **#II MANAGEMENT CRITERION**

#### **Business Organization**

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, and other information of the business entity;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members;
- Resume of coach who will be assigned to the Board of Education; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

### **Qualifications: Relevant Experience**

Respondents shall submit documentation highlighting qualifications and experience that will assist the District in evaluating and selecting. Such documentation may include, but not be limited to:

Respondents are to provide evidence of the following requirements:

- Experience with school districts implementing Literacy and Math Coaching and Professional Development.
- Educational consultants with experience in teaching, instructional coaching, and professional development related to literacy and math.
- Must be able to offer Workshops, Modeling, and Coaching Sessions.
- Experience with a multi-lingual demographic population;
- Each consultant is to have a minimum of five (5) years of related teacher coaching experience and
- Must provide **letters of recommendation** from three (3) New Jersey School Districts for coaching and professional development services within the last five (5) years.

The District prefers respondents to possess the following:

- Master's degrees in Education/Ed.D. or Ph.D. in Education;
- Must be proficient with utilizing Google Apps.
- Principal/Supervisor/Administrative(Superintendent) Certification; preferred.

### #III COST CRITERION

#### **Fee Proposal—Per Professional Development Workshop Fee**

Respondents are to submit a fee proposal schedule that complements the service requested by the school district and does not make any other adjustments or additions.

Respondents are to provide the following rates on the Pricing Proposal Form.

- Full Day On-site Per Diem Rate
- Hourly On-site Rate
- Virtual Per Diem Rate
- Virtual Hourly Rate

#### **Log of Services for Billing Invoices**

The consultant will provide the District with a monthly log of services for services that were rendered.

Invoices for hourly services shall, at a minimum, include the following information:

- Date of Service
- Consultant Name
- Service Rendered
- Hourly rate or Per Diem Rate
- The total amount of the invoice

#### **Contract Expenses**

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract incurred by the respondent to whom the contract is awarded shall be the responsibility of the respondent. The respondent is responsible for telecommunications, postage, copy charges, food and drink, and other incidental costs.

The Board will not reimburse any vendor for any incidental expenses related to the contract.

- Travel/Parking Reimbursement

The Board of Education will consider reimbursement for reasonable travel-related expenses or meals.

### **Evaluation Process; Methodology of Awarding Contract**

All RFP responses are to be evaluated based on whose response is the most advantageous to the district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified as follows:

	<b>Category</b>	<b>Value Points</b>
I.	Technical Criterion	<b>30</b>
II.	Management Criterion	<b>30</b>
III.	Cost Criterion	<b>40</b>

### **Evaluation of Proposals—Evaluation Committee**

The Director of Curriculum and Instruction and other qualified school officials may initially evaluate all proposals received and make recommendations to the Board for contract approval. The District **may** appoint a committee to assist in the evaluation process. Committee members will be identified in the final report submitted to the Board.

### **Presentations and Interviews**

The Board of Education may, at its option, require respondents of its choice to attend interviews and make presentations to school officials for clarification regarding their submission. This process may only occur 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.**

### **Award of Contract**

The Board of Education intends to award the contract at the **January 28, 2025**, Board meeting 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 prices.

# RAHWAY BOARD OF EDUCATION

RAHWAY, NEW JERSEY 07065

## COACHING AND PROFESSIONAL DEVELOPMENT SERVICES LITERACY AND MATH COACHING AND PROFESSIONAL DEVELOPMENT

### PRICING PROPOSAL FORM

Proposal No. **CC #01-202425**

Proposal Date: **January 9, 2025**

I/we hereby submit the following proposal pricing for services as specified.

<b>Activity</b>	<b>Fee</b>
Full Day On-site Per Diem Rate	\$ Per Diem
Hourly On-site Rate	\$ Per Hour
Virtual Per Diem Rate	\$ Per Diem
Virtual Hourly Rate	\$ Per Hour

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Ext. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_