RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

GOODS AND SERVICES

Bid Specifications & General Requirements

i-READY ASSESSMENT MATH AND READING
SITE LICENSE PRODUCTS
Bid No. 11-2025/26

Friday, April 11, 2025
Bid Opening Date

11:00 a.m.
Bid Opening Time

RAFIK TAWFIK
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

REQUEST FOR BIDS

Bid Advertisement

The Rahway Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

BID NO. 11-2025/26 i-READY ASSESSMENT MATH AND READING SITE LICENSE PRODUCTS

All necessary bid specifications and bid 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**

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

The envelope is to bear the following information:

Title: **i-Ready Assessment Math and Reading Site License Products**
Bid Number **11-2025/26**
Name and Address of the Bidder
Bid Opening Date **Friday, April 11, 2025**
Bid Opening Time: **11:00 a.m.**

The bid envelope must be addressed to

RAHWAY BOARD OF EDUCATION
Attn: School Business Administrator/Board Secretary
1139 Kline Place
Rahway, New Jersey 07065

Location of Bid Opening

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

The bid opening process will begin on the advertised date and time at the Rahway Board of Education, 1139 Kline Place, Rahway, New Jersey 07065. Bids may also be submitted to the School Business Administrator/Board Secretary or their designee at the bid opening meeting prior to the advertised date and time. The School Business Administrator/Board Secretary shall publicly receive and open all bids on the advertised date and time.

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

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

Bidders 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 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 should also be submitted with the bid.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the Instructions to Bidders and to complete and submit all required forms may result in the bid being rejected.

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

Proprietary Bid

The Board of Education notifies all potential bidders that this bid is considered to be a proprietary bid. In accordance with N.J.S.A. 18A:18A-15 (d), and N.J.A.C. 5:34-9.1 (b), the Board certifies the need to only accept bid responses from vendors authorized to provide i-Ready Assessment Math and Reading Site Licenses Products as specified.

RAFIK TAWFIK
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION

ETHICS IN PURCHASING
STATEMENT TO BIDDERS AND VENDORS

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases
The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

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

VENDOR RESPONSIBILITY

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

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

VENDOR CERTIFICATION

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

RAHWAY BOARD OF EDUCATION

DOCUMENTS TO BE SUBMITTED WITH THE BID
GOODS AND SERVICES

Bidders and vendors are reminded that various documents are to be submitted with the bid package. The Board provides a list of the documents to be submitted.

- ☐ Acknowledgment of Addenda Issued
- ☐ Affirmative Action Certificate of Employee Information Report
- ☐ Assurance of Compliance Statement
- ☐ Bid Proposal Form--Signed
- ☐ Chapter 271 Political Contribution Disclosure Form
- ☐ Contractor/Vendor Questionnaire and Certification
- ☐ Non-Collusion Affidavit
- ☐ Statement of Ownership

Failure to submit the required documents will result in the bid being rejected for non-responsiveness pursuant to N.J.S.A. 18A:18A-2(y).

The Board requests that the documents specified below be submitted with the bid package. However, they MUST be submitted prior to award, except the Affirmative Action Certificate of Employee Information Report, which must be submitted prior to the contract's execution following the Notice of Award.

- ☐ Business Registration Certificate
- ☐ Iran; Disclosure of Investment Activities
- ☐ Russia or Belarus; Certification Prohibited Activities

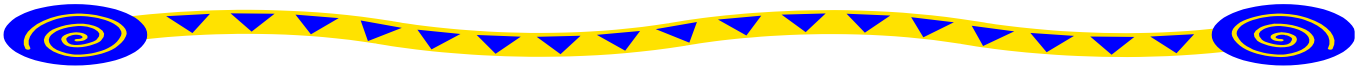
RAHWAY BOARD OF EDUCATION

REMINDER!

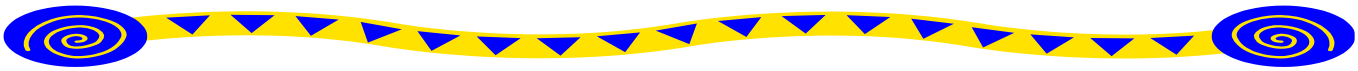
As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

Item	Yes	No
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
Have you prepared all of the documents for submission?		
Did you make a copy of the bid package for your records?		
Did you submit a Bid Guarantee when required? NOT REQUIRED		
Did you submit a Consent of Surety when required? NOT REQUIRED		
Did you correctly address the envelope and seal it properly?		
Have you allowed ample time for the bid to reach the Board of Education?		

RAHWAY BOARD OF EDUCATION



GENERAL SPECIFICATIONS



Rafik Tawfik
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION

i-Ready Assessment Math and Reading Site License Products

INSTRUCTIONS TO BIDDERS

BIDS 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: Friday, April 11, 2025

Bids may be submitted by mail, delivery service, or in person. They must be submitted in a sealed envelope, which will be unsealed, and their contents will be announced at the bid opening meeting. Bids must be submitted in a sealed envelope or package clearly marked with the Title of the Bid on the front.

Envelope Label Information

District	Rahway Board of Education
Bid Number	11-2025/26
Bid	i-Ready Assessment Math and Reading Site License Products
Bid Date	Friday, April 11, 2025
Bid Opening Time	11:00 a.m.
Bidder	Name of Business Entity
	Address
	City, State Zip

Failure to properly label the bid envelope may lead to the rejection of the bid.

BID OPENING MEETING
All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary in the Board of Education, 1139 Kline Place, Rahway, New Jersey 07065, and read beginning at 11:00 a.m.. on Friday, April 11, 2025. Bidders and/or their authorized agents are invited to be present at the bid opening. Each bidder is responsible for ensuring that their bid is complete and presented to the School Business Administrator before the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

BIDDER OR VENDOR
Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement.

1. **AFFIRMATIVE ACTION REQUIREMENTS**

Each successful bidder 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 (3) documents:

- Letter of Federal Affirmative Action Plan Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program;

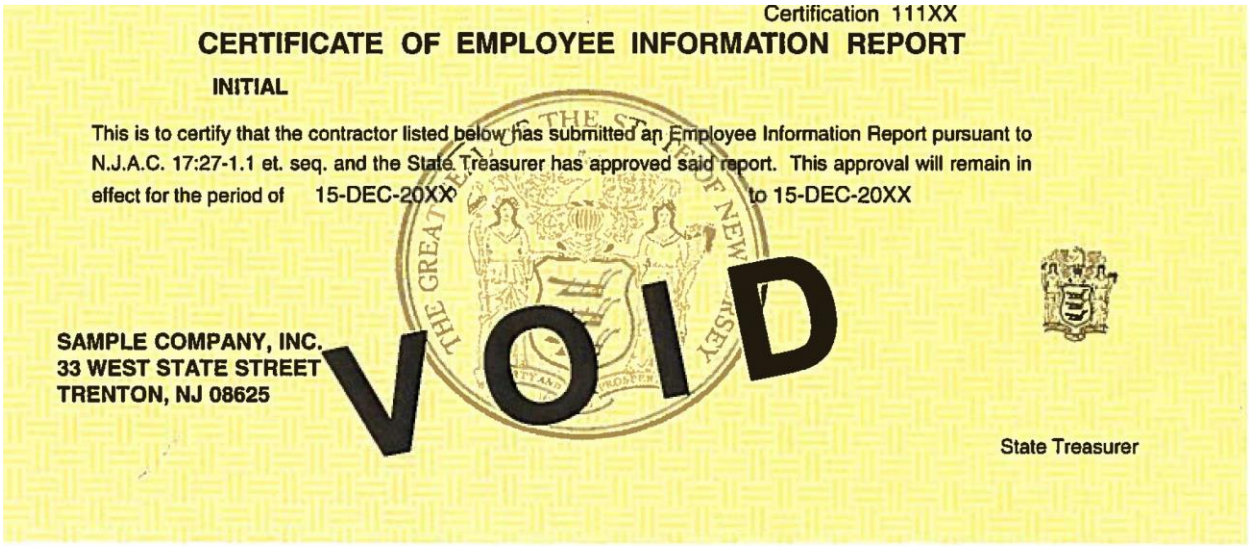
- Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4 or

- The successful bidder 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. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: The bidder is requested to submit a completed and signed Affirmative Action Questionnaire. However, the Board will accept Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid in place of the questionnaire.

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 bidders are requested to submit a copy of their business entity's Certificate of Employee Information Report with their response. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution of the contract will result in the rejection of the bid.

2. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

3. AMERICANS WITH DISABILITIES ACT

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

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

In accordance with N.J.S.A. 18A:18A-20, only manufactured and farm products of the United States, wherever available, are to be used with this contract.

5. 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.

6. 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 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 (C.18A:18A-51 et seq.).

7. ASSURANCE OF COMPLIANCE FORM

During the performance of this contract, a contracted service provider may come in contact with school district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the Board of Education requires bidders to sign a statement of Assurance of Compliance and acknowledge their understanding of the requirements listed below.

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1
- Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

8. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

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.

A. Bid Guarantee **NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashier, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of $20,000. This guarantee shall be made payable to the Rahway Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed, and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check.

The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

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

All bid bonds submitted must be signed and witnessed with original signatures. Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for the rejection of the bid. 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 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. The bid guarantee shall include the bid number or solicitation number assigned by the Board of Education.

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. A list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625. The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check. The Board *will not* accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for the rejection of the bid.

B. Certificate (Consent) of Surety **NOT REQUIRED**

When required, each bidder shall submit, with their bid, 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 bid.

Failure to submit or 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 bid package shall be deemed cause for the rejection of the bid.

C. Performance Bond **NOT REQUIRED**

When required, the successful bidder 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 written guarantee shall be made payable to the Rahway Board of Education and 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 Board 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 Board 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 Board 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 Board.

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. The Contractor shall execute a formal contract with the Board in the form required and in 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 contractor within ten (10) days after the contractor receives notice accepting their bid from 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.

9. BID PRICE GUARANTEE – Sixty (60) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials, or equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of sixty (60) days from the date of the award of the contract. The vendor may extend the bid price guarantee through written permission to the Board of Education.

10. BID PRICES

In the event of a discrepancy between the unit price and the extension, the unit price will govern.

11. BID PROPOSAL FORM

All bids are to be written in typewriter or ink in a legible manner on the official Bid Proposal Form. The bidder must initial any bid price showing any erasure or alteration in ink at the right margin next to the altered entry. Failure to initial any erasure or alteration may cause the rejection of the entire bid. Bidders are urged to fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the business entity in the appropriate space at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form may be cause to reject the entire bid***. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the business entity name and address on each intervening sheet between the front sheet and the signature sheet, which already bears the business entity information.

The Board of Education will not consider any bid on which there is any alteration to or departure from the bid specifications. Bidders are not to make any changes to the Bid Proposal Form or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes to the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to reject the bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the bidder's responsibility to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the district will be absolved from responsibility for the premature opening of any bid envelope not properly labeled and sealed.

13. 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 and each subcontractor that is required by law to be named in a bid/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

A Request of the Board of Education

All bidders responding to requested bids **are requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. **The Board reminds all bidders that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the bid.**

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Board 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 bidder, who, in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

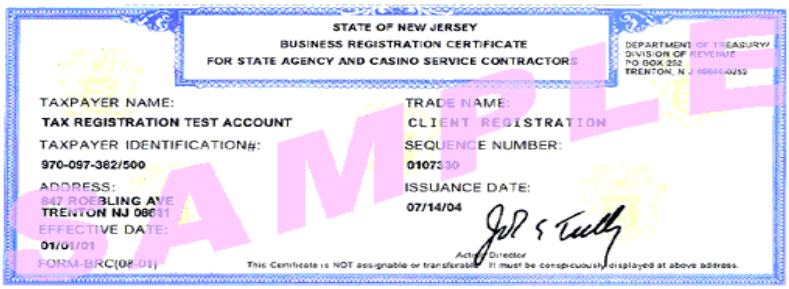
(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3)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 http://www.state.nj.us/treasury/revenue/busregcert.shtml. 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.

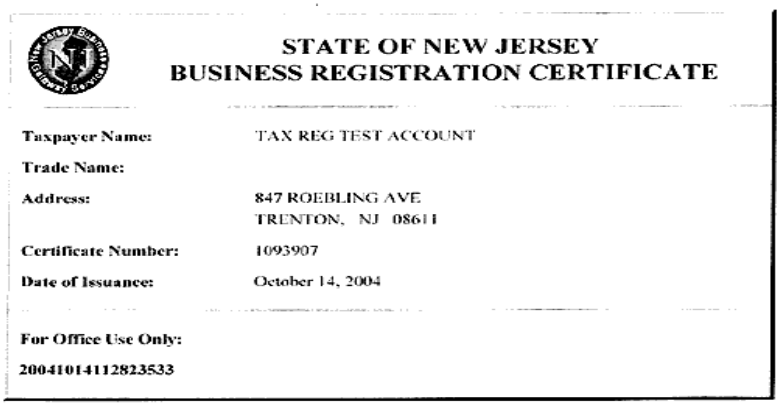
N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides 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, NJ

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TRADE NAME:
CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:
970-097-382/500
SEQUENCE NUMBER:
0107330
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE:
07/14/04
EFFECTIVE DATE:
01/01/01
FORM BRC(08-01)
Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
SAMPLE


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

14. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

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

15. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment, and Assignment of Contract.

The provisions of the New Jersey Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.) shall bind all parties and interests to the contract. The contractor shall comply with all Federal and State Laws and all rules and regulations of health, public, or other authorities controlling or limiting the methods, materials to be used, or actions of those employed in work of this kind.

The contractor shall provide any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances, or regulations.

The contractor shall keep themselves informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work and shall protect and indemnify the Board, its officers, members, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

16. 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 vendor 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.

17. CONTRACTS

- Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder in compliance with N.J.S.A. 18A:18A-2 (t). The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions. The Board may, at its option, accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36, the Board of Education shall award the contract or reject all bids within sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Board of Education, be held for consideration for such longer period as may be agreed.

- Equal Prices

Pursuant to N.J.S.A. 18A:18A-37 (d), when two more responses to a request of the Board of Education offer equal prices and are the lowest responsible bids or proposals, the Board of Education may award the contract to the vendor whose response, in the discretion of the Board of Education, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

- Return of Contracts and Related Contract Documents--*When required*

Upon notification of the contract awarded by the Board of Education, the vendor shall sign and execute a formal contract agreement between the Board of Education and the vendor when required.

- 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 said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may cause a delay in payment for services rendered or products received or the annulment of the award by the Board of Education, with the bid security becoming the property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder in such a case.

- Renewal of Contract; **Services**

The Board of Education may renew a contract for services in full accordance with N.J.S.A. 18A:18A-42 for one (1) additional two (2) year or two (2) additional one (1) year periods except as provided by N.J.S.A. 18A:18A-42. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The terms and conditions of the contract remain substantially the same. All multi-year contracts and 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 bidder, 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 awarded vendor shall proceed with any project, provide any service, or deliver any goods until they receive an approved purchase order authorizing work to begin or goods to be delivered.

18. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, business entity, company, or firm that is on the State Department of Labor and Workforce Development, Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report. www.nj.gov/treasury/revenue/debarment/index.shtml

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

All bidders are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the bid 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 the following.

- 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)
- Workplace Accountability in Labor List (The WALL)
  P.L. 2019, c. 366 (N.J.S.A. 34:1A-1.16) authorized the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation. Any person or business named on The WALL is prohibited from contracting with any contracting unit until the liability for violations of State wage, benefit, and tax laws have been paid in full. The WALL is now live at https://www.nj.gov/labor/ea/osec/wall.shtml.

19. DELETION OF BIDDERS FROM THE BIDDERS' LIST

The Board of Education will delete vendors' names from its list of bidders if they do not respond to a request for bids on three (3) occasions. A vendor letter stating "no-bid" will not be considered a "no response to the bid."

20. DOCUMENTS, MISSING/ILLEGIBLE

Bidders shall familiarize themselves with all forms provided by the Board of Education. If any forms are missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms not received by the bidder in time for the bidder to submit their bid.

21. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents submitted with this bid shall be signed with an original signature in ink (blue). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by the Board of Education. Please check your bid package for these forms!

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire /Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Russia Belarus Prohibited Activities Form
- Statement of Ownership

22. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidders, by submitting a bid, acknowledge that they have carefully examined the bid specifications, documents, addenda (if any), and the site and that from their investigation, they have satisfied themselves as to the nature and location of the work the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, their obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in their bid 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 bid specifications and documents.

23. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34 et seq.

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. Bidders should be aware of the following statutes.

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.

N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty. In the event a contractor has knowledge that a public servant has solicited a benefit in violation of law, it is the responsibility of the bidder/contractor to report it to the appropriate authorities.

N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

24. 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.

25. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addendum will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

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

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

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

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

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

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

Any person or entity that is a successful bidder or proposer or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

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

27. LIABILITY – COPYRIGHT

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

28. LIQUIDATED DAMAGES

Should the contract/work/service not be completed in accordance with the plans and specifications, liquidated damages shall be assessed against the vendor/contractor in the amount listed in the Technical Specifications.

29. NON-COLLUSION AFFIDAVIT

The Board of Education requests that a notarized Non-Collusion Affidavit be submitted with the bid. The bidder 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 bid with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid and that all statements contained in said Bid 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 Bid and in the statements contained in this affidavit in awarding the contract for the said bid. The bidder 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 bidder.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. The Board requests that all bidders complete, sign, have their signature notarized, and submit the form with the bid response**.**

30. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days 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 a full order of goods/materials/supplies.

Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services have been rendered. All payments are subject to approval by the governing body at a public meeting. Depending on the governing body meeting schedule, payment may be delayed.

31. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

- **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 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 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 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.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their bid.

32. 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.S.A. 19:44A-20.26 (a)

All business entities are required to submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their bid package. The Board of Education will review the Chapter 271 PCD Form 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.

33. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

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

34. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations necessary to determine the bidder's ability to perform the contract's terms. The bidder is requested to complete the Contractor Questionnaire Certification Form and return the form with the bid. The bidder shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

35. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community 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 included Statement of Ownership 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 materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary. Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business

Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence as outlined in the bid specifications;
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate;
- Political Contribution Disclosure Form
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment

In subcontracting cases, 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 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. Bidders 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 any 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 of Education 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 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 District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

41. WITHDRAWAL OF BIDS

- **Before The Bid Opening**

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder granted permission by the School Business Administrator/Board Secretary to withdraw their bid cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

- **After The Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid 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, unintentional omission, or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary and/or the Board Attorney, and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn, the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn, the request to withdraw the bid 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.

42. DELIVERY

FOB Destination, Freight Prepaid - The vendor to whom the contract is awarded retains title and control of goods, selects the carrier, and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes three (3) types of delivery:

A. Inside Delivery

Items will be delivered to a Board of Education location, taken off the truck by transportation carrier personnel, and brought to a designated area inside the school or office building.

B. Spotted Delivery

Items are to be delivered to a Board of Education location, taken off the truck by transportation carrier personnel, and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible for uncrating, setting up, and assembling items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble, or erect an item, such

assembly shall be completed within five (5) school days of the actual delivery date or the date noted in the Technical Specifications.

C. Platform Delivery

Items will be delivered to the district location, taken off the truck by transportation carrier personnel, and brought to a designated outside platform of the school or office building.

Final Notes on Delivery

- All bid prices for materials, goods, and supplies must include all shipping, freight, delivery, and handling costs. If applicable, specific delivery instructions are provided in the Technical Specifications.

- Please note! When delivered, all packages, boxes, cartons, etc., should be plainly marked on the outside as to their contents, and the purchase order number should be clearly printed on them.

- Delivery Guarantee The successful vendor(s) agree to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.

- Delivery Times The successful vendor(s) should deliver items to the Board, Monday through Friday during normal business hours. Vendors must secure written permission from the Board to deliver items during times other than those previously mentioned.

The Board of Education is not responsible for any extra delivery costs. All bid prices for materials, goods, and supplies must include all shipping, freight, delivery, and handling costs. The technical specifications provide specific delivery instructions.

RAHWAY BOARD OF EDUCATION

BID DOCUMENTS

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

Rafik Tawfik
School Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

I-Ready Assessment Math and Reading Site License Products

Bid 11-2025/26 **Bid Date: Friday, April 11, 2025**

The bidder acknowledges receipt of the hereinafter enumerated Addenda issued during the bidding period and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDUM NO.	ISSUING DATE
_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDA RECEIVED**

Name of Business Entity_____

Address _____P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

This form is be submitted with the bid package.

AFFIRMATIVE ACTION QUESTIONNAIRE

Goods and Services Contracts

Bid 11-2025/26 **Bid Date: Friday, April 11, 2025**

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

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)

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 bid being rejected.

Name: _____

Signature _____

Title _____ Date _____

Name of Company_____

City, State, Zip _____

ASSURANCE OF COMPLIANCE FORM

Assurance of Compliance Form
During the performance of this contract, a contracted service provider may come in contact with district students. The district fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, if the Board of Education requires bidders to sign a statement of Assurance of Compliance, they must acknowledge their understanding of the below-listed requirements and the bidder's assurance of compliance with these listed requirements.

Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
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
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. See NJDOE Broadcast 9/9/19

Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.
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.

https://nj.gov/education/crimhist/preemployment/

Name of Business Entity _____

Name of Authorized Representative _____

Signature _____ Date _____

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

I-Ready Assessment Math and Reading Site License Products

Bid 11-2025/26 **Bid Date: Friday, April 11, 2025**

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

References Goods Provided; Services Provided for School Districts in New Jersey

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

Vendor Certifications

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 bid 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 bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or business entity.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business entity, 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 Rahway Board of Education.

Vendor Certifications

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 business entity, any person employed by my business entity, or any affiliates are not debarred from contracting with a Federal government agency or 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***

This form is to be completed and returned with the bid.

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

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

Or

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

PART 2 ADDITIONAL INFORMATION

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

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 must be completed, certified, and submitted prior to the contract award. The Board of Education requests that this form be submitted with the bid package.

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

Authorized Agent _____ Title _____

Signature _____ Date _____

NON-COLLUSION AFFIDAVIT

I-Ready Assessment Math and Reading Site License Products

Bid 11-2025/26 **Bid Date: Friday, April 11, 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 _____
Title or Position Name of Business Entity

I am the bidder making the Bid for the above names contract, and I executed the said Bid 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 bid with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid, and that all statements contained in said Bid 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 Bid and in the statements contained in this affidavit in awarding the contract for the said bid.

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 Vendor)**

Subscribed and sworn to: _____
(**Signature of Bidder/Vendor**)

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

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____.
Month Day Year

SEAL *STAMP*

This form is to be completed and returned with the bid.

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, 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.

RAHWAY BOARD OF EDUCATION

CHAPTER 271
POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

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

Date of Contribution	Amount of Contribution	Name of Recipient	Name of Contributor

The Business Entity may attach additional pages if needed.

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

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

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity_____

Bid No: **11-2025/26**

The Board of Education requires that this form be completed and returned with the bid.

CHAPTER 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 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 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 Ownership 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.**
July 20, 2023

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

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

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

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

RAHWAY BOARD OF EDUCATION
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[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

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

OR

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

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address	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

The Board of Education requests that this form be completed and returned with the bid.

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

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. l7:27-5.2.

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.

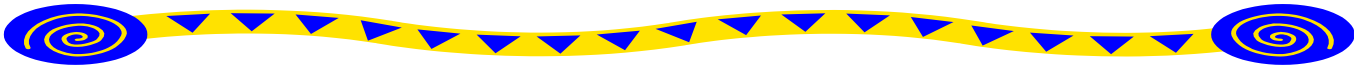
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

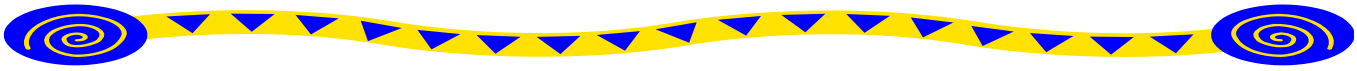
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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/.

RAHWAY BOARD OF EDUCATION



TECHNICAL SPECIFICATIONS



Rafik Tawfik
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

i-READY ASSESSMENT MATH AND READING SITE LICENSE PRODUCTS
Proprietary Bid

Intent of Bid
This bid seeks pricing for the purchase of i-Ready Assessment Math and Reading Site Licenses Products as identified in the specifications.

Proprietary Bid
The Board of Education notifies all potential bidders that this bid is considered to be a proprietary bid. In accordance with N.J.S.A. 18A:18A-15 (d), and N.J.A.C. 5:34-9.1 (b), the Board certifies the need to only accept bid responses from vendors authorized to provide i-Ready Assessment Math and Reading Site Licenses Products as specified.

Certification of Need
The Board certifies that the i-Ready proprietary products and services offered by Curriculum Associates, LLC, are "necessary for the conduct of its affairs" as follows.

"Rahway Public Schools has identified significant needs in the areas of reading and mathematics instruction, specifically."

- *Accurate and Timely Student Assessment*
- *Personalized Learning Pathways*
- *Data-Driven Instructional Practices*
- *Standardized Test Preparation*
- *District-Wide Instructional Consistency*

i-Ready directly addresses these needs through:

- *Comprehensive diagnostic assessments that provide granular data on student performance.*
- *Adaptive learning pathways that personalize instruction, ensuring students receive targeted support.*
- *Robust reporting and analytics tools that empower teachers to make data-driven decisions.*
- *Standardized test preparation aligned to state standards.*
- *Consistent instructional materials that allow for district-wide alignment.*
- *This platform aligns directly with our district's goals of improving student achievement and ensuring equitable access to high-quality education.*
- *After reviewing other available software, i-Ready was determined to be the only program that could provide the level of granular data and personalized instruction needed.*

"The district currently has an investment in i-Ready Classroom Math and Reading learning products. The Teacher Toolbox component will greatly enhance the services that will be provided. I strongly recommend the approval of the i-Ready software purchase. This investment is crucial for supporting our students' academic success and aligning with our district's educational goals."

Qualifications of Bidder
The bidder shall submit the bid package with a letter certifying the goods and services provided by the bidder are proprietary in accordance with N.J.S.A. 18A:18A-2 (cc).

Award of Contract—Total Bid
The contract will be awarded to the lowest responsible bidder based on the lowest responsible total bid price received. The Board reserves the right to reject all bids received if the total cost substantially exceeds the cost estimate set by the Board. The Board intends the award the contract at its April 29, 2025, Board meeting.

Products and Services
The District requires the vendor to submit pricing for the products and services listed on the Bid Proposal Form.

Shipping and Handling Included in Pricing
The District prefers all pricing submitted to include all shipping, handling, and delivery costs.
If there is a compelling reason(s) for the District to pay for shipping, handling, and delivery costs, the vendor shall provide an explanatory narrative.

Payments
All payments will be made in accordance with N.J.S.A. 18A:19-3 and N.J.S.A. 18A:18A-10.1.
There are no advanced payments permitted as per New Jersey State law.

Coordination of Activities
This contract will be coordinated through the office of

Dr. Tiffany Beer
Director of Curriculum and Instruction
Rahway Board of Education

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

BID PRICING PROPOSAL FORM—PAGE 1

i-Ready Assessment Math and Reading Site Licenses Products

Bid #11-2025/26 Bid Date: April 11, 2025

Franklin Elementary School				
Product Name	**Grade**	**Item #**	**Qty.**	**Bid Price**
i-Ready Assessment and Personalized Math and Reading	K-8	15004	1	$
Site License **501-800** Students; One Year				
Teacher Toolbox Access Math and Reading and Writing	K-8	28426	1	$
Per Site **501-800** Students; One Year				
i-Ready Partners Implementation Support; Provisioning;	Multiple	27939	1	$
Tech Support; Data Management; Implementation				
Planning; Data Reviews and Check-in; One Year				
		School	**Subtotal**	$
Roosevelt Elementary School				
Product Name	**Grade**	**Item #**	**Qty.**	**Bid Price**
i-Ready Assessment and Personalized Math and Reading	K-8	15004	1	$
Site License **501-800** Students; One Year				
Teacher Toolbox Access Math and Reading and Writing	K-8	28426	1	$
Per Site 501-800 Students; One Year				
i-Ready Partners Implementation Support; Provisioning;	Multiple	27939	1	$
Tech Support; Data Management; Implementation				
Planning; Data Reviews and Check-in; One Year				
		School	**Subtotal**	$

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

BID PRICING PROPOSAL FORM—PAGE 2

i-Ready Assessment Math and Reading Site Licenses Products

Bid #11-2025/26 Bid Date April 11, 2025

Cleveland Elementary School				
Product Name	**Grade**	**Item #**	**Qty.**	**Bid Price**
i-Ready Assessment and Personalized Math and Reading	K-8	15003	1	$
Site License **351-500** Students; One Year				
Teacher Toolbox Access Math and Reading and Writing	K-8	28425	1	$
Per Site **351-500** Students; One Year				
i-Ready Partners Implementation Support; Provisioning;	Multiple	27939	1	$
Tech Support; Data Management; Implementation				
Planning; Data Reviews and Check-in; One Year				
		School	**Subtotal**	$
Madison Elementary School				
Product Name	**Grade**	**Item #**	**Qty.**	**Bid Price**
i-Ready Assessment and Personalized Math and Reading	K-8	15003	1	$
Site License **351-500** Students; One Year				
Teacher Toolbox Access Math and Reading and Writing	K-8	28425	1	$
Per Site **351-500** Students; One Year				
i-Ready Partners Implementation Support; Provisioning;	Multiple	27939	1	$
Tech Support; Data Management; Implementation				
Planning; Data Reviews and Check-in; One Year				
		School	**Subtotal**	$

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

BID PRICING PROPOSAL FORM—PAGE 3

i-Ready Assessment Math and Reading Site Licenses Products

Bid #11-2025/26 Bid Date April 11, 2025

Bid Pricing Summary

School	Subtotal
Franklin Elementary School	$
Roosevelt Elementary School	$
Cleveland Elementary School	$
Madison Elementary School	$
Total Bid Price*	**$**

Award of Contract—Total Bid
The contract will be awarded to the lowest responsible bidder based on the lowest responsible total bid received. The Board reserves the right to reject all bids received if the total cost substantially exceeds the cost estimate set by the Board.

The vendor is free to apply any promotional savings to this order that would be applied to any school district. Any promotions or free materials must be offered nationwide, not particularly for the Rahway School District.

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____Ext. _____ Fax No. _____

E-Mail: _____Tax ID Number_____

Authorized Agent _____Title _____

Authorized Signature _____Date_____