

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



**REQUEST FOR PROPOSAL (RFP)**

Proposal Specifications & General Requirements

**COUNSELING SERVICES**

**RFP 04-2025/26**

**Rafik Tawfik**

School Business Administrator/Board Secretary

Submission Date:

Thursday, April 10, 2025

11:00 a.m.

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

**Legal Advertisement**

**Request for Proposals**

The Rahway Board of Education hereby advertises competitive proposals for

**RFP 04-2025/26**

**COUNSELING SERVICES**

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

**Rafik Tawfik**

School Business Administrator/Board Secretary

Rahway Board of Education

1139 Kline Place

Rahway, New Jersey 07065

**Email: [rtawfik@rahway.net](mailto:rtawfik@rahway.net)**

Proposal responses 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: **COUNSELING SERVICES**  
RFP No.: **RFP 04-2025/26**  
Name and Address Vendor  
RFP Due Date: **Thursday, April 10, 2025**  
RFP Deadline Time: **11:00 a.m.**

All vendors 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.

The Board of Education reserves the right to reject any non-responsive proposals or all proposals, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions that may be in the best interest of the Board.

**RAFIK TAWFIK**  
**School Business Administrator/Board Secretary**

# **ETHICS IN PURCHASING STATEMENT TO VENDORS**

## **BOARD OF EDUCATION RESPONSIBILITY**

### **Recommendation of Purchases**

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

School 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.

**Rafik Tawfik**

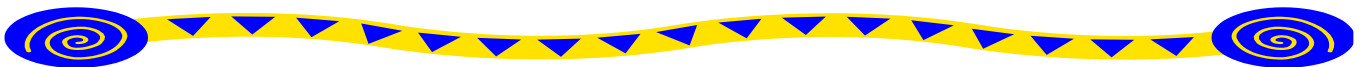
School Business Administrator/Board Secretary

**RAHWAY BOARD OF EDUCATION**



**REQUEST FOR PROPOSAL**

**GENERAL  
SPECIFICATIONS**



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

**RAHWAY BOARD OF EDUCATION**

**Request for Proposal (RFP)**

**Counseling Services**

**INSTRUCTIONS FOR VENDORS**

**PROPOSALS ARE TO BE SUBMITTED TO:**

**Rafik Tawfik**

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

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

ON: **Thursday, April 10, 2025**

Proposals are to be submitted in a sealed envelope and may be submitted by mail, delivery service, or in person.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Counseling Services** on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package.

**Envelope Label Information**

All vendors are to clearly label the cover of the sealed envelope as follows.

Title:	Counseling Services
RFP Number	RFP 04-2025/26
District	Rahway Board of Education
Name and Address Vendor	
RFP Due Date:	Thursday, April 10, 2025
RFP Deadline Time:	11:00 a.m.

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

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

## 1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

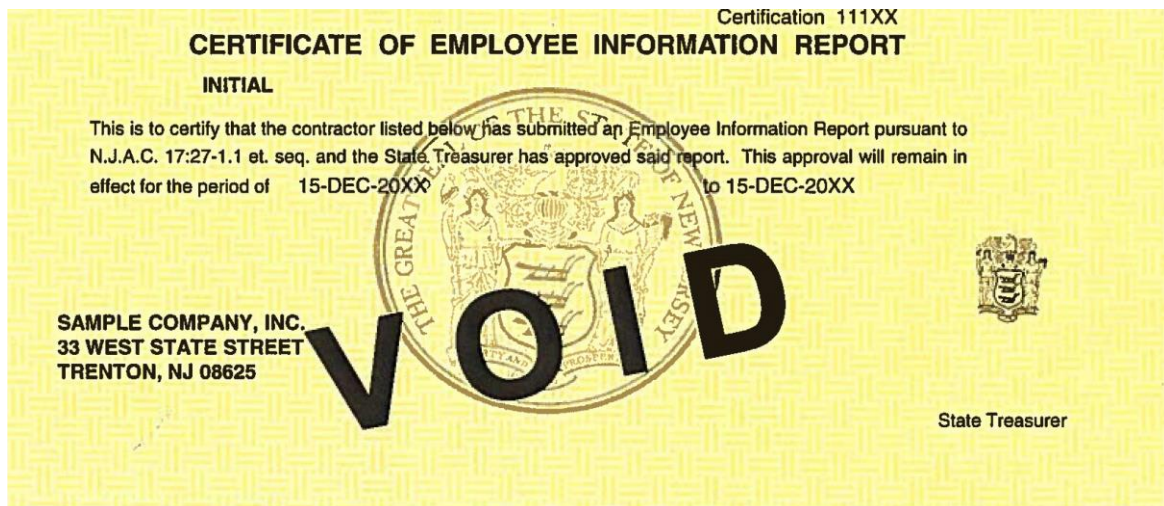
Each successful company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three (3) documents:

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

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

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

### Sample Certificate of Employee Information Report



All vendors are **requested** to submit a copy of their business entity's Certificate of Employee Information Report with their response. Failure to submit the Certificate or other required documents prior to the execution of the contract will result in the proposal being rejected.

## **2. AMERICANS WITH DISABILITIES ACT**

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

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

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.

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

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

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

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees:

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.).

#### **6. 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 vendors 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 proposal, all vendors are requested to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

#### **7. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

The award will be made within sixty (60) days of receipt of the proposals; however, it is subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

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

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

Request of the Board of Education

All vendors or business entities providing responses to proposals are requested to submit a copy of their "New Jersey Business Registration Certificate" with their response package as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all vendors that the proposal will be rejected if they fail to submit the New Jersey Business Registration Certificate prior to the award of the contract.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency 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.

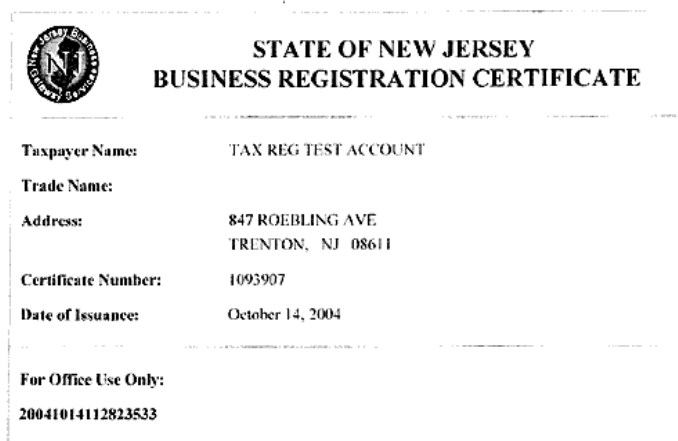
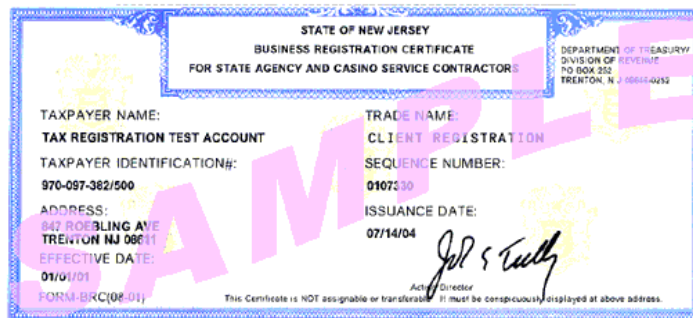
During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with 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.

Before final payment is made under the contract, the contractor shall submit to the Board of Education, a complete and accurate list of all subcontractors used and their addresses.

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

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



**Sample Business Registration Certificates**

## **9. 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**

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. 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).

- **Board of Education Requirement**

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

## **10. CONTRACT**

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

Upon notification of the contract being 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 a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the vendor 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.

## **11. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION**

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district prior to commencement of the contract evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had 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 whose position involves regular **contact with students** prior to commencement of contact may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., as it pertains to disclosure of information from previous employers, and NJDOE Broadcast September 9, 2019, when applicable.

## **12. 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](http://www.nj.gov/treasury/revenue/debarment/index.shtml)

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

All vendors are requested 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/exclusions)

## **13. DOCUMENTS, MISSING/ILLEGIBLE**

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

## **14. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

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

## Forms provided by the Board of Education.

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

### 15. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

Each vendor submitting a proposal for a service contract shall include in their proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

### 16. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)/TRUTH IN CONTRACTING

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.

Vendor 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.

### **17. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS**

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

#### **Financial Guarantee **NOT REQUIRED****

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

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

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

### **18. 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.

## 19. GENERAL CONDITIONS

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

The successful business entity will not render any service unless the business entity receives an approved purchase order authorizing the service to commence.

- **Award of Contract**

The Board of Education intends to award the contract to the vendor(s) whose response is the most advantageous to the Board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple vendors when it is in the best interests of the Board.

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

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

The Board of Education is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

- **Term of Contract**

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

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

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

### Indemnification

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

## **20. INSURANCE; PROFESSIONAL LIABILITY      REQUIRED**

The successful vendor to whom the contract is awarded shall secure, pay the premiums for, and keep in force until the contract expires, insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

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

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000  
Sexual Harassment, Abuse or Molestation--\$1,000,000

The successful vendor shall provide to the District an insurance certificate with the name of the certificate holder as follows:

Rahway Board of Education  
c/o The Business Office  
1139 Kline Place  
Rahway, New Jersey 07065

## **21. INTERPRETATIONS AND ADDENDA**

Vendors are expected to examine the RFP and observe all their requirements. Every request for interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the vendors by certified mail or certified fax by seven (7) days, Saturdays, Sundays, and holidays excepted prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

## **22. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4**

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

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

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

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

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

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

The Board 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 proposal, or renew a contract with the Board to complete, sign, and submit with the proposal. Such certification is required to be submitted prior to the contract being awarded.

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

### **23. LIABILITY – COPYRIGHT**

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

### **24. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit is requested to be submitted with the proposal. The vendor has to certify that they have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential vendors, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

The vendor 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 vendor.

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

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

## 25. 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 the full order of services. 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/or services have been rendered. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time, depending on the Board of Education meeting schedule.

## 26. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – 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](http://www.elec.nj.us).

- **Chapter 271 Political Contribution Disclosure Form**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 proposal.

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

**The Chapter 271 Political Contribution Disclosure Form must be submitted with the response to the proposal. Failure to provide the completed and signed form may be cause for disqualification of the proposal.**

### **28. 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/>

### **29. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted**

The Board of Education may, at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

### **30. VENDOR’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the vendor's responsibility to ensure that their proposal is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the School District will be absolved from responsibility for the premature opening of any improperly labeled and sealed proposal.

### **31. 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

### **32. 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.

### **33. STATEMENT OF OWNERSHIP**

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

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

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

#### **34. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

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

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

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 to be subcontractors.

#### **35. 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. Vendors 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 and all labor, services, materials, and supplies furnished to the Board of Education. Vendors may not use the Board's tax-exempt status to purchase supplies, materials, services, or equipment.

A vendor 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 vendors are referred to the New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, vendors are not permitted to use the Board's tax identification number to purchase supplies, materials, services, or equipment.

#### **36. TERMINATION OF CONTRACT**

If the Board of Education determines that the vendor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the vendor 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 vendor from potential liability for damages caused by the District by the vendor's breach of this agreement. The Board may withhold payment due to the vendor 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 vendor 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.

### **37. WITHDRAWAL OF PROPOSALS**

- **Before The Proposal Opening**

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

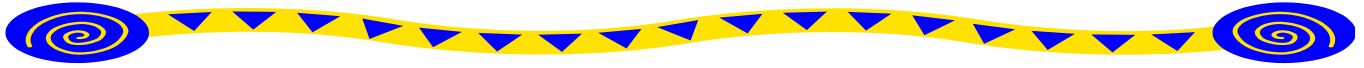
- **After The Proposal Opening**

The Board of Education may consider a written request from a vendor to withdraw a proposal if the School Business Administrator receives it within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to withdraw the proposal, the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised.

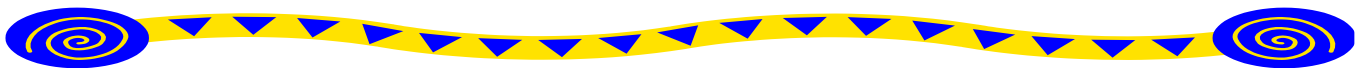
If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract, the bid guarantee will be forfeited and become the property of the Board of Education.



# Request for Proposal RFP

## PROPOSAL DOCUMENTS

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



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

## ACKNOWLEDGEMENT OF ADDENDA

RFP 04-2025/26

Proposal Date: Thursday, April 10, 2025

The vendor acknowledges receipt of the hereinafter enumerated Addenda, which has been issued during the procurement process, and agrees that said Addenda shall become a part of this contract. The vendor shall list the numbers and issuing dates for the Addenda below.

ADDENDUM NO.	ISSUING DATES

**NO ADDENDA RECEIVED**

Name of Business Entity \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

The Board of Education requests that this form be submitted with the RFP package.

# AFFIRMATIVE ACTION QUESTIONNAIRE

## Goods and Services Contracts

RFP 04-2025/26

Proposal Date: Thursday, April 10, 2025

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

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

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

3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

Name of Business Entity \_\_\_\_\_

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 Board of Education 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 vendors to sign a statement of Assurance of Compliance, they must acknowledge their understanding of the below-listed requirements and the vendor'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://www.nj.gov/education/crimhist/preemployment/>

Name of Business Entity \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

RFP 04-2025/26



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 #: 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

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

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_  
**VENDOR/BIDDER PROPOSER NAME** \_\_\_\_\_

**PART 1 COMPLETE BY CHECKING EITHER BOX.**

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

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

**CHECK THE APPROPRIATE BOX**

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

**Or**

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

**PART 2 ADDITIONAL INFORMATION**

Please Provide Further Information Related to Investment Activities in Iran.

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

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

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the **Rahway Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Rahway Board of Education** to notify the **Rahway Board of Education** in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Rahway Board of Education** and that the **Rahway Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form must be completed, certified, and submitted prior to the contract award. The Board of Education requests that this form be submitted with the RFP package.

Name of Vendor, Bidder, or Proposer \_\_\_\_\_  
Print Full Name

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

## Counseling Services

RFP 04-2025/26

Proposal Date: Thursday, April 10, 2025

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Position Name of Business Entity

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

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

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

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

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

SEAL

STAMP

The Board of Education requests that this form be submitted with the RFP package.

## 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)**

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 that 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, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

# CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

## Counseling Services

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

### References – Work previously done for School Districts in New Jersey

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

### Vendor Certifications

#### Direct/Indirect Interests

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

#### Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association, or partnership offered or paid any fee, commission, or compensation or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the 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 and any person employed by my business entity, as well as any affiliates, are not debarred from contracting with a federal government agency or 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** \_\_\_\_\_  
**SIGNATURE**

The Board of Education requests that this form be submitted with the RFP package.

**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<sup>i</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://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 (Street)

\_\_\_\_\_  
Vendor’s Fax Number

\_\_\_\_\_  
Vendor’s Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor’s Email Address

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

**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. 17:27-1.1 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any re-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 through the Division's website at:

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (July 2022)

## **AMERICANS WITH DISABILITIES ACT**

### **Equal Opportunity for Individuals with Disability**

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

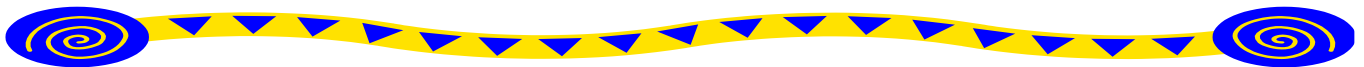
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees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

RAHWAY BOARD OF EDUCATION



# Request for Proposal RFP

## TECHNICAL SPECIFICATIONS



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

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

## **COUNSELING SERVICES AS-NEEDED BASIS**

### **Purpose of Proposal**

The Rahway Board of Education is soliciting proposals through the Request for Proposal (RFP) process for the purpose of entering into a contract for Counseling Services as here specified on an “as-needed” basis.

### **SCOPE OF SERVICE**

The Rahway Board of Education, Department of Student Services, wishes to utilize the services of Counselors to provide services required by N.J.A.C. 6A:14-1.1 et seq., including but not limited to direct therapy to each child as required in their Individual Educational Program (IEP), or Students with Disabilities & Section 504 of the Rehabilitation Act of 1973, either individually or in a group, in class or as a pull-out. Services will be provided on an as-needed basis.

Proposals submitted will be considered to provide services and evaluations for public school students and nonpublic students, when applicable, via local and Federal (IDEA) funding sources.

### **Required Services:**

(Items may be modified to reflect any changes in statutory and/or regulatory requirements.)

The basic Counseling Services needed will be comprised of sufficient staff, consisting of:

- Approximately 120 total hours for ESY (July-August) per counselor
- Approximately 3 Counselors for ESY (Total 360 hours)
- Approximately 140 hours per month for the regular school year (September-June) per counseling (Total 1260 hours for the regular school year) per counselor.
- Approximately three counselors for the regular school year (Total 4,140 hours)

## **Counseling Service**

Counseling Service is defined as follows:

- Counseling service: per hour – Local - prorated for actual therapy or service times.
- All Therapists must have appropriate certification and/or licensure as Licensed Clinical Social Workers (LCSW), Licensed Associate Counselors (LAC), Licensed Professional Counselors (LPC), or Licensed Social Workers (LSW).
- Therapy services are to be provided on location in the recipient’s class/school or remotely, if necessary.
- Therapy services may include individual or group therapy, consultations, meetings, paperwork, lesson preparation, and any other activities deemed necessary by the Director of Student Services.
- Therapists are required to maintain accurate records, which must be made available to the District upon request.
- Therapists must communicate with staff, administration, parents (as needed), and outside agencies.
- Therapists must be involved in crisis intervention and bullying cases and investigations.

## **Performance**

- Providers will be evaluated for performance in January and June of the school year.
- Therapists working for providers are expected to perform all duties professionally per Board policies. It is the provider's responsibility to review pertinent policies with their staff.
- Provider evaluations of providers shall be made available to the District as needed.
- The District reserves the right to request a change in therapist should a violation of board policies occur.

## **Other Services**

There may be instances where other services or activities (not identified above) have been or are assumed by a Provider to be a routine aspect of service delivery. It is understood that no such cost is attached to any of the listed services.

### **Counseling Services; Per Hour Session—Pro-rated**

Counseling Services: A therapy session is defined as follows:

- Counseling Services: per hour, prorated for actual therapy times.
- All students are to be seen as per times and durations as set forth in their IEPs/ISPs. There are no exceptions to this rule.
- All therapists must possess current professional licenses.
- Therapy sessions to be provided on location in the recipient's class/school; or at a recipient's home in unique, pre-approved circumstances.
- Therapists are required to maintain accurate records, which must be made available to the District upon request.
- Therapists must comply with district reporting dates and requirements for progress reporting. Reports must be tied to the IEP/ISP goals and objectives. The Department of Student Services will distribute the progress reporting schedule to providers.
- All therapies should be infused into the natural classroom environment when appropriate. Students may be pulled out for skill reinforcement on an as-needed basis.
- All therapy must include written strategies to be provided to the classroom teacher to support therapy goals.
- Each therapist must provide a final caseload spreadsheet and a final progress report by June 15th to the Department of Student Services.

### **Consultative Services**

The therapist must participate in IEP/ISP meetings, as requested by the Case Manager and/or parent. All requests for consultative services will follow the District's service request protocol.

### **Continuity of Service**

Continuity of services to students by the assignment of a single therapist to work with a specific student is extremely important. Therefore, the provision of assurances that such continuity of therapists' services shall occur (barring unforeseen emergencies) is a necessary element of any provider's proposal submission.

**Semi-Medicaid Reimbursement Activity**

The District participates in the *SEMI Medicaid Reimbursement* program managed by the State of New Jersey. Therefore, as per State regulations, all services provided shall be entered into the PCG database via *Easy-Trac*. Training shall be provided at the start of the school year. A New Jersey License, as well as a Department of Education Certificate, is required for the therapist's time to meet MEDICAID reimbursement requirements. No unlicensed evaluators or therapists are to be assigned to work with the District students.

Note: All such data shall be entered no later than thirty (30) days following the end of any service month. Failure to meet this requirement shall cause the subsequent payment for services to be delayed until this error is corrected. Continued failure shall be a reason for contract cancellation.

Companies will provide the District with a list of employees, copies of required licenses and/or certifications, contact information (phone number and email), location, and monthly updates of information based upon changes in employees' caseload.

## Qualifications of Vendors

- **Certificates, Licenses, Criminal Background Check**

All professional staff assigned to conduct any of the above-listed services shall be in possession of all appropriate and current certificates of eligibility as well as New Jersey Licenses, as awarded by a New Jersey State agency (DOE, DHS, etc.), charged with such responsibility, or professional licensing entities, as appropriate. Whether providing Evaluation or Therapy services, all therapists either self-employed or employed by a Clinic or Agency shall have “current” status on the New Jersey Department of Education Approved Agencies and the Clinic's official website. This requirement applies to any provider with (3) or more employees only. All therapists working with students shall possess a current and active criminal background check.

- **Sufficiency of Staff:**

Any provider submitting a proposal for a specific school population shall provide assurances that it has sufficient personnel to meet the initial assignment as well as the ability to meet the increasing population to be served as students are identified for services in the ensuing months of the school year. Implementation of services must occur within two (2) weeks of receiving the referral. In the event that a therapist leaves, a replacement must occur within one (1) week of leave.

- **Attendance of Staff**

All agency personnel are expected to sign in via the electronic system at the assigned building on a daily basis. Reporting time for agency personnel will be the same as the contractual start time for district employees in that building.

All missed therapy sessions due to the therapist's absence must be reported to the department supervisor within 48 hours and made up within 30 school days (except in cases of prolonged absence).

### Notification of Absence:

In the event of an absence, the therapist must notify the Department of Student Services AND assigned school building personnel via email before the start of the school day.

- **Specialized Equipment and/or Materials:**

While the Department shall provide classroom space and, where necessary, specialized rooms and/or equipment, any such additional needs arising from newly identified students, experience, or research shall be made known to the Director of Student Services or designee, immediately so that the appropriate steps for the purchase of such items shall be processed. There shall be no post-purchase reimbursement to any Provider for any deviations from this requirement.

- **References**

All individuals or Agencies shall submit no fewer than two (2) references from a school, clinic, or hospital administrator/supervisor/director attesting to the quality and scope of services rendered.

**Contract Period**

The contract for Counseling Services shall be from July 1, 2025, through June 30, 2026, a one-year contract. Services may be required during the Extended School Year (ESY) as per the District's needs.

**Coordination of Activities**

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

**Larry Abramowitz**  
**Director of Student Services**

## **FEE SCHEDULE – PAYMENT Services Provided**

- Counseling Services: per hour, prorated for actual therapy times.

All proposals are required to confirm that fact when the rate is stated. If there are any anticipated deviations from this procedure (e.g., missed scheduled appointments in a Provider's office), such must be stated in the submitted proposal explaining the service and/or reason for any additional billing beyond the report itself.

Per-hour proposals must be submitted for providing therapy (including the four (4) Progress Reports) in each duration module.

- Counseling Services: per hour, prorated for actual therapy times.

All students are to be seen as per times and durations as set forth in their IEPs/ISPs. There are no exceptions to this rule.

Sessions are defined as follows:

- Therapy begins at the beginning of the session and ends at the end of the session.
- Transit time IS NOT part of a therapy session
- If a student's IEP/ISP changes at any time during the contract, the length of a session will also increase or decrease accordingly.
- In the event that schools are running on a modified schedule for a given day (i.e., one session or half-day), therapy sessions will still reflect IEP-mandated time.
- There are no circumstances in which a therapy session should last less than twenty (20) minutes. Any sessions billed for less than twenty (20) minutes may not be paid and will be recorded as a therapist no-show. A reason for any session lasting less than (20) minutes must be indicated on the service verification form and will be reviewed on an individual basis.

It is anticipated that all billing for the above-listed services shall be on a per-hour basis. All proposals are required to state the rate for each session segment. If there are any anticipated deviations from this procedure such must be stated in the proposals with a full explanation.

Group sessions are considered one session and should be billed as such. No more than five (5) students can participate in one session. Group rates will not be included in proposals.

**Service Verification:**

All vouchers submitted in support of a request for payment must have attached a *Verification of Service*, which has been signed by either a school administrator or the child's parent or guardian. Each therapy session billed must show the name of the person who conducted that session, especially when there is an absence or leave. In those instances where a report is generated and received by the District, that assessment shall be considered equivalent to this form. In the case of an evaluation, a copy of the evaluation must be included with the invoice as proof of service. Group sessions must include the names of all students on the service verification form.

**Procedural Expectations:**

The following are part of the additional procedural expectations attending to the awarding of a final contract:

- Unless Vouchers for Payment are received in the Department of Student Services by the first (1<sup>st</sup>) of the month following the billing (or the first business day after if the first (1<sup>st</sup>) is a weekend or holiday), payment by the District will be delayed.
- Upon receipt of a contract and the commencement of service, NO SERVICES NOT SPECIFIED IN THE AWARD MAY BE PROVIDED. IF SUBMITTED, SUCH PAYMENT SHALL NOT BE MADE. There are no exceptions to this absolute requirement.
- All fees for service shall be paid in the billing cycle one month following the service delivery. All bills for payment shall be submitted on the forms provided by the Board of Education and must be accompanied by the Service Verification forms, signed by the parent or school staff member.
- All Vouchers for Payment must be submitted separately for each of the District's schools.
- All Vouchers for Payment for services to non-public schools, when applicable (sectarian and non-sectarian) located in the District are to be on separate Vouchers as well.
- Every Voucher must identify the school in which the service was provided. For those rare circumstances where services are provided at home or a place of business, a separate Voucher must be submitted bearing that information.
- Services are not provided on days when schools are closed due to inclement weather. The District will not pay any charges incurred during inclement weather days.

Note: The District shall not pay for any missed appointments or therapy scheduled. In the event that a Therapist is absent, a session must be rescheduled within 30 days. In the event that a student is absent, the District will not pay for a make-up session.

Make-up sessions must be noted on all Service Verification Forms.

In rare cases, compensatory services may be approved. Be cautioned that the District will not pay for any compensatory services that are not approved in writing by the Department of Student Services. All compensatory services must be billed on separate Service Verification Forms.

## **PRESENTATION PACKAGE -- (EVALUATIVE CRITERIA)**

The District seeks from all participating vendors information that will assist the District in selecting the vendor who will provide the highest quality services at a fair and competitive price. All vendors shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include, at a minimum, the following:

### **I. TECHNICAL CRITERION**

#### **Description of Services**

Vendors should list all services to be rendered with an explanation in detail of how they will provide the services. Vendors shall provide evidence of how services of a similar type were provided to other public school districts/charter schools in New Jersey. Vendors, by submitting a proposal, acknowledge that they fully understand the scope of service, work, and activity to be performed. Vendors are to provide evidence of any innovation and/or successful approach in providing the services requested.

#### **Explanation of Services—Questions to be Answered**

Each vendor shall address and prepare answers to the following questions in their proposal.

- Describe your agency's experience and capacity to provide therapy services, including your ability to provide supervision and oversight to your agency's professional services staff.
- Describe your plan to coordinate services between the District administrator, teacher, and other school staff.
- Describe your plan to work collaboratively with parents.
- Describe your method of developing and assessing IEP goals that include levels of need, time, duration, etc.
- Describe your plan to ensure that professional services are provided in the event of an absence.
- Describe your ability to provide services on an "as needed" basis for unanticipated staff absences.
- Describe your ability to work with a diverse population of students ages 3-21 with a variety of disabilities.
- Describe any specialty training your staff receives (CPR, Crisis Prevention, HIB, Abuse and Neglect Procedures, Prompt Therapy, etc.)

## **II. MANAGEMENT CRITERION**

### **Business Organization**

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

- Name, address, phone, fax, website, and other information of the professional firm or individual;
- An organizational chart noting the names of all the principals and partners;
- Resumes of key staff members and all individuals who would be assigned to carry out the services for which this proposal is being submitted;

### **Qualifications: Relevant Experience**

Vendors shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to public school districts similar to the Rahway Board of Education.
- At least two (2) letters of recommendation from public school districts/charter schools in New Jersey.
- A list of all public school districts/charter schools and private schools that the vendor has serviced in the past three (3) years;
- Copies of all professional licenses that are required to perform the services as listed in the specifications;
- List any judgments within the last three (3) years and/or a list of bankruptcy or organizational proceedings within the last ten (10) years;
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;

### **III. COST CRITERION**

#### **Fee Proposal**

Vendors are to submit a fee proposal schedule that complements the service the school district is requesting.

- **Counseling Services:** per hour, prorated for actual therapy times.

(The District will not pay for mileage or other costs associated with the travel of the therapist.)  
The District will consider paying for mileage at the IRS rate for any Home-based services.

#### **Support/Clerical Services-Miscellaneous**

All vendors are permitted to add a processing fee of up to four percent (4%) of the therapy amount to each invoice requesting payment submitted. Processing fees would include but are not limited to:

- Scheduling – Each therapist is responsible for their scheduling
- Preparation of Reports – Includes Progress Notes or Corrections of Reports
- SEMI Data Entry
- Non-IEP/ISP Meetings/Phone calls with parents and/or district personnel
- Other support/clerical services
- Transportation
- No Show/Absent Student

The fee schedule provided by the Vendor shall be a significant part of the evaluation process as conducted by the district, and vendors should provide a full, detailed analysis of their fee structure.

#### **Contract Expenses**

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

- **Expenses; Related to Contract; Incidental**

The vendor's responsibility for all incidental expenses related to this contract incurred by the vendor to whom the contract is awarded is the Board's. The Board will not reimburse any provider for any incidental expenses related to the contract.

- **Expenses Not Related to the Contract; District Procedures**

There may be a circumstance where a request is made for the vendor to provide services not directly related to the contract. These services not related to the contract are not to be provided by the vendor. The district will procure these services separately.

- **Extraordinary expenses**

Extraordinary expenses incurred by the vendor in performing his duties may be brought to the board prior to the actual expenditure. The Board, upon the recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.

## EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT

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

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

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

*\*The Office of the School Business Administrator will assist in the evaluation of the Cost Criterion of all proposals received.*

### **EVALUATION OF PROPOSALS -- Evaluation Committee**

A committee may be selected to evaluate proposals that have been submitted. Committee members will be familiar with the need for services to be performed in the request for proposal. Committee members, if chosen, will be identified in the final report submitted to the board and also in the award of contract resolution.

All proposals will be evaluated pursuant to guidance issued in N.J.A.C. 5:34-4.2-Model Evaluation Criteria and in accordance with guidance issued by the Office of State Comptroller and its publication.

### ***“Best Practices for Awarding Services Contracts”***

#### **AWARD OF CONTRACT--RFP AWARD**

The School Business Administrator shall evaluate all proposals received. The SBA may use the assistance of a committee to evaluate the proposals.

The Rahway Board of Education intends to award the contract to the vendor whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

The Rahway Board of Education intends to award the contract at **a regularly scheduled public board meeting in June 2024.**

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

**Pricing Proposal Form**

**COUNSELING SERVICES**

RFP 04-2025/26

Proposal Date: April 10, 2025

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

<b>SERVICE</b>	<b>FEE</b>
Counseling Services per hour	\$_____ per hour

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

Address \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Tax ID Number \_\_\_\_\_

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

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