

SADDLE BROOK BOARD OF EDUCATION
355 MAYHILL STREET
SADDLE BROOK, NEW JERSEY 07663

REQUEST FOR PROPOSAL
Before/After Care Program
Project #2021-01

Raymond G. Karaty,
Business Administrator/Board Secretary

Proposal Due Date:
Tuesday, April 13, 2021
10:00 AM

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1. Instructions to Proposers

A. Intent

The intent of this proposal is to establish an agreement with a licensed childcare provider (“Provider”) to provide a Before and After School Program as well as a Summer Program for the Saddle Brook School District, a Pre-K-12 district located in Bergen County, New Jersey. The Saddle Brook Board of Education (“Board”) is seeking a Provider to provide care in the following district schools to meet the needs of working families:

- Franklin Elementary School
- Long Memorial Elementary School
- Helen I. Smith Elementary School
- Washington School

B. Deadline for Responses

The Proposer’s response must be in strict compliance with the Request for Proposal (RFP). Failure to comply with the requirements of this RFP may disqualify the Proposer’s response from consideration. **Responses to the RFP must be submitted to the Business Administrator no later than 10:00 AM on Tuesday, April 13, 2021.** Proposals must be in a sealed envelope and clearly marked “**Before/After Care Program RFP Project #2021-01.**” Proposals should identify a contact person, and the name and office of the person who prepared the proposal.

Responses may be mailed, hand-delivered or sent via courier to:

Saddle Brook Board of Education
355 Mayhill Street
Saddle Brook, NJ 07663
Attention: Raymond G. Karaty, Business Administrator/Board Secretary

The Board shall not be responsible for submissions mismailed or misdirected. No responses will be accepted if they arrive after the date and time specified above.

C. Questions or Requests for Information

Proposers shall direct all questions or requests for information in writing, by mail, email or facsimile, to Raymond G. Karaty, Business Administrator/Board Secretary at the address above or electronically to rkaraty@sbpsnj.org. All questions must contain an address where responses can be directed.

All questions should reference the section or addendum of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of

the RFP. Except for brief procedural matters, there will be no response to oral inquiries. Questions should be submitted by **Tuesday, March 30, 2021**.

All potential proposers are advised to examine the RFP carefully. Any potential proposer who wishes to challenge the RFP shall file such challenge in writing no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the Board or the award of a contract. N.J.S.A. 18A:18A-15.

D. Ambiguity, Conflict, or Errors and Revisions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the Board of such error in writing. In the event it becomes necessary to clarify or revise this RFP, such clarification or revision shall be by an addendum to the RFP. Any RFP addendum shall be delivered by hand, certified mail, facsimile or delivery by courier service which certifies delivery. Only those Proposers who have already received the proposal documentation will be provided the addenda. Any addendum to this RFP shall become part of this RFP and part of the contract arising from the RFP.

E. Proposal Form

Each proposer must submit an original proposal and four (4) additional copies as well as a digital copy on a flash drive. Each proposal shall be duly executed. All corrections, white-outs, erasures or other forms of alteration to prices must be initialed in ink by the Proposer. Proposal must be signed by a duly authorized signatory and shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation in the matter.

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereof. Proposals received after the advertised time will not be considered.

The Board assumes no responsibility and bears no liability for costs incurred by Proposers in the preparation and submission of responses to this RFP.

F. Basis of Award

The Board reserves the right to accept or reject in part or in whole any or all responses to this RFP submitted. The Board shall reject the response of any Proposer who is determined not to be responsible or whose response is deemed to be non-responsive.

The Board reserves the right to waive minor variances in responses to this RFP provided that the Board considers such action to be in the best interest of the Board.

d. Any such waiver shall not modify any remaining RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract. The failure of a Proposer to supply information concerning its responsibility may be grounds for a determination of non-responsibility. Pursuant to N.J.S.A. 18A:18A-4.5, the provisions of the proposal shall not be subject to negotiation.

Award of proposal shall be made to the most responsive and responsible proposer meeting the qualifications, price and other factors considered, as determined by the Board. Proposal evaluation and criteria are stated later in the RFP.

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Proposers are to direct all communications regarding this proposal to the aforementioned designated individual and are not to contact Board Officials or employees directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in noncompliance.

G. Disclaimers

The Board reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Board of a response to this RFP confers no rights upon the Proposer nor obligations upon the Board in any manner.

2. Technical Specification and Evaluative Criteria

A. Background

The Saddle Brook Board of Education is a Pre-K - 12 public school district providing educational services to approximately 1,700 students. The school district is comprised of one (1) Pre-K School, three (3) K-6, Elementary Schools and one (1) Middle/High School. The district has multiple special education programs, many extra-curricular, and interscholastic athletic programs. Further information may be obtained by visiting the school district’s website at www.sbpsnj.org

The Saddle Brook Board of Education recognizes that an on-site, affordable, quality childcare that is aligned with our school goals and values is beneficial for our school age children and their families. The number of students that were registered in January 2020 prior to the current pandemic hybrid program were as follows:

<u>School</u>	<u>Students Registered</u>
● <u>Franklin Elementary School</u>	<u>92</u>
● <u>Long Memorial School</u>	<u>62</u>
● <u>Helen I. Smith School</u>	<u>66</u>
● <u>Washington School</u>	<u>13</u>

The current hours of operation during a normal school year are as follows:

After Care on Full School Days – from school dismissal 3:00 PM to 6:00 PM

After Care on Early Dismissal Days - from 1:00 PM to 6:00 PM.

Before Care – from 7:15 AM to the start of school.

Full Program Days - 7:15 AM to 6:00 PM.

The fee schedules in January 2020 prior to the current pandemic program and current hybrid period can be found on Exhibit A.

B. Summary of Needs

A qualified provider is needed to meet the childcare needs of working families in the community who have students attending each elementary school before and after normal school hours. Care is to be provided in the school building in space and utilities provided by the school. The provider will also be required to run a summer program in at least one of the elementary school locations for all elementary students enrolled. The enrollment for the 2018 and 2019 summer programs was approximately 235-245 students.

C. Costs for Facility Rental/Use

The cost of the facilities rental, payable to the Saddle Brook Board of Education, for use of the cafeteria area, gymnasium and playground area, including regular custodial services will be at least \$40,000 for a regular school year. Should the COVID-19 Pandemic warrant an alternative school schedule for September 2021, this can be negotiated. This amount could be part of a profit sharing arrangement.

D. Required Elements of Proposal

The following criteria have been established by the school district committee. Please address each item in the proposal (identify page numbers where we can find these responses in your proposal):

1. Describe the history of your program and program philosophy. Provide documented experience in successfully providing services of a similar scope.
2. Current New Jersey Child Care License.
3. Ability to provide liability insurance of at least \$2,000,000 dollars.
4. Proof of financial stability in the form of financial statements for the past two years.
5. Provide a list of your hiring criteria for on-site staff including criminal history review, maintaining documentation, and communicating with the district.
6. Ability to care for a minimum of 150 Pre-K through grade 6 students and maintain a staff to student ratio that meets or exceeds state standards.
7. What are your minimum enrollments for a site to run?
8. Ability to accept Saddle Brook High School Students as volunteers and/or paid counselors in training.
9. Ability to offer summer programming for elementary students in one school.
10. Provide before and after school care on all regular school and early dismissal days.

11. Provide care on school (weekday, non-holiday) vacation days (ie. Teacher's Convention, Winter/Spring Breaks).
12. Provide a Security or Crisis Management plan and related training - manuals, drills, follow through, etc.
13. Describe your policy for student illness. How do you address the need for providing for administration of medication?
14. What is your organizational structure? Include Employee hiring and training process - all types training, when, how often, documentation.
15. Provide a sample code of conduct and discipline plan.
16. Provide sample lesson plans, two each for: before care, after care, full day program, and include your ability to address the needs of students with IEPs.
17. Do you provide homework assistance? To what degree?
18. Do you offer unstructured play time and/or flexibility for students who do not want to follow your lesson plans?
19. Provide examples of any theme days, special events, family events registrants can look forward to enjoying?
20. Do you offer any academic enrichment, free or paid?
21. Describe your approach and plan to provide after school snacks.
22. Provide Online Registration and payment portal with ability to provide drop in care.
23. Provide your parent pricing schedule. What are the options for payments: daily, weekly, monthly, annually divided by 10, etc?
24. Discuss your facility needs and your ability to exceed the \$40,000 minimum facilities rental fee.
25. Discounts for: Free and Reduced lunch students, multi-sessions, siblings, faculty members' children, and members of the military.
26. Cost savings for staggered dismissals - 4PM, 5PM, 6PM.
27. Other Fees: registration, drop-in, late pick up fees, late payments, cancellation policy and fees.
28. What kind of increases in costs should parents expect to see year after year? Can you remain competitive with current parent costs?
29. Practices, format and frequency for parental communications, Principal and District Communications.
30. Explain drop off, pick up and attendance practices - who is allowed to pick up students? How do you manage students who are in extracurricular activities?
31. Incident Reporting - to parents, principal, district.
32. What coverage do you provide for staff absences? How and at what point do you communicate staff changes - to parents, principal, district?
33. What tools do you use to communicate with parents: cell phone, site phone, tablet, laptop, etc?
34. What are and/or what will be your protocols for COVID-19 mitigation in September?
35. Please add any comments you feel would best assist the review committee, or describe any features of your program not covered in any of the above criteria.

<u>Requirement Element</u>	<u>Maximum Point Value</u>	
Ability to demonstrate good safety practices for staff and students: including policies, proper protocols, training, secure drop off and pick up and parent communications.	15	
Current New Jersey Child Care License and Ability to obtain liability insurance of at least \$2,000,000 dollars.	10	
Ability to care for a minimum of 150 Pre-K through grade 6 students and maintain a staff to student ratio that meets or exceeds state standards.	10	
Provide before and after school care on all regular school days and (weekday, non-holiday) vacation days.	10	
Online registration and payment portal, with ability to provide drop in care. Overall competitiveness of pricing, flexibility and discounts for parents	10	
Ability to pay facilities rental fee of at least \$40,000 per school year, with potential for profit sharing.	10	
The proposer's documented experience in successfully providing services of a similar scope	10	
Sample Enrichment Activity Plan, Code of Conduct, Discipline policy	10	
Ability to provide a summer camp	10	
Willingness to accept Saddle Brook High School students in the program as volunteers and/or counselors in training.	5	

TERMS AND CONDITIONS

1. LAWS AND REGULATIONS

All applicable federal, state, and local laws and regulations, as well as policies of the Saddle Brook Public School District shall apply to the award throughout and are incorporated here by reference.

2. SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval by the Board.

3. MODIFICATIONS OF AGREEMENT

No modification of award shall be binding upon the Board unless made in writing and signed by an authorized agent or the Board.

4. QUALIFICATIONS OF PROPOSERS

The Board may make such investigation as it deems necessary to determine the ability of the Proposer to perform the work, which includes investigation of subcontractors. The Proposer shall furnish any information and data for this purpose as the Board may request.

All Proposers are required to submit a sworn statement indicating whether the Proposer is, at the time of the proposal opening, included on the New Jersey State Treasurer's or other State or Federal Government's list of debarred, suspended or disqualified contractors as a result of action taken by any State or Federal Agency. The Proposer shall immediately notify the State and the Unit of fiscal integrity, in writing, whenever it appears that a Proposer is on the Treasurer's, or the Federal Government's list of debarred, suspended or disqualified contractors.

5. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to L. 1977, N.J.S.A. 52:25-24.2, the Proposer shall submit with its proposal, or prior to receipt of proposals, a statement setting forth the names and addresses of all stockholders in the corporation or partnership bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the Proposer shall submit further disclosures pursuant to the law.

6. NON-COLLUSION AFFIDAVIT

The Proposer shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Sample Non-Collusion Affidavit."

7. AFFIRMATIVE ACTION AND BUSINESS REGISTRATION

If, prior to or at the time the Board submits a contract for signing, a Proposer does not submit to the Board evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three (3) days after the Proposer signs the contract, the Proposer shall complete and submit the appropriate forms to the Board and the Affirmative Action Office. The Proposer should retain the copy marked “Proposer,” submit the copy marked “Public Agency” to the Board, and the remaining copies shall be immediately forwarded to:

Affirmative Action Office
Department of the
Treasury State House, CN
209
Trenton, New Jersey
08625

Proposers shall be required to comply with the provisions of N.J.A.C. 17:27-1 et seq., regarding Affirmative Action, and with the business registration requirements of N.J.S.A. 52:32-44. **Each Proposer must submit a copy of its New Jersey business registration certificate (or interim registration) prior to award of the contract.**

8. CONTRACT

Contractual Expectations. The contract that will be awarded will be between the provider and the Saddle Brook Board of Education and will outline the responsibilities of the provider regarding its program and use of the facilities. The contract will be for the **2021-2022** school year. The Board reserves the option of extending the contract to be awarded for additional years on the same terms and conditions as specified in the awarded contract per N.J.S.A-18A:18A-42. It is expected that the contract should be awarded no later than **May 13, 2021**.

9. PROPOSAL PROTEST – LEGAL FEES AND COSTS

In the event a Proposer unsuccessfully challenges a Proposal Submission or determination of the Board by filing an action in a court of law concerning same, said Proposer agrees to be responsible for payment of reasonable legal costs and fees incurred by the Board relating to said protest.

10. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to commencing services under the Contract, the successful Provider shall ensure that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed for anyone providing the Services on

behalf of the Provider as required by N.J.S.A. 18A:6-7.1 et. seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services by the individual.

11. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57

On June 29, 2004, A-3130 (P.L. 2004, c.57) (hereinafter referred to as the “the Contractor Use Tax Registration and Collection Legislation”) was enacted imposing certain business registration certification and sales and use tax collection requirements on boards of education, and all other local contracting agencies and municipalities, and upon Proposers, subcontractors and affiliates doing business with public entities. Accordingly, Proposers are requested to comply with the following:

- a) Business Registration Certificate Requirements: The law requires public entities, including Boards of Education to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all contracted parties with whom they conduct business. **Prior to award of the contract, all Proposers shall provide a current Certificate of Business Registration.**
- b) The New Jersey State Business Registration program requires Proposers, subcontractors, and suppliers doing business with municipalities for work that includes, but is not limited to, that for the procurement of goods and services, to be registered with the New Jersey Department of Treasury, Division of Revenue. This requirement applies to the procurement of goods and services that are valued both above and below the bid threshold.
- c) New Jersey Sales and Use Tax Requirements: Pursuant to the same law, all Proposers or Proposers with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the “Sales and Use Tax Act,” (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, “affiliate” shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the

immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

The successful Proposer agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in the Contract Documents to the contrary, the Proposer shall indemnify, defend and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Proposer's failure to comply with the terms and condition of A-3130 (P.L. 2004, c.57) to the fullest extent permitted by law and public policy.

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 (N.J.S.A. 52:32-44 ET SEQ.), OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF TWENTY-FIVE DOLLARS (\$25) FOR EACH DAY OF VIOLATION, NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000) FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

12. AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Board. In addition the successful Proposer, shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplanted and with the regulations promulgated by the State Treasurer pursuant thereto.

13. POLITICAL CONTRIBUTION DISCLOSURE

New Jersey State law requires that contractors receiving contracts which, in the aggregate, exceed \$50,000.00 from public entities within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A. 19:44A-20.13. The successful proposer must determine if filing is necessary.

14. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

15. PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The Board shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, the Board cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law.

16. USE OF BOARD'S NAME

Except as otherwise provided in this RFP, the successful Proposer shall not use the Board's name in advertising unless the request is received in writing and approved in writing by the Board. Any license to utilize the Board's name will be contingent upon mutual agreement on the amount of compensation to be provided to the Board for such use.

17. INSURANCE

Proposer shall at all times during the period of its Agreement with the Board, carry and maintain in full force and effect insurance as follows:

- Worker's Compensation: Proposer shall maintain Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and at limits as statutorily mandated with members of an LLC or partners in a partnership or individual(s) in a sole proprietorship electing to be covered as employees; and
- General Liability and Property Damage: Proposer shall maintain broad form comprehensive or commercial general liability insurance, including contractual liability coverage, in form and manner and with an insurance company licensed to do business in New Jersey and

reasonably acceptable to the Board, against claims for personal injury, bodily injury (including death) and property damage with coverage in an amount not less than \$2,000,000.00 each occurrence and in the aggregate with respect to personal injury, bodily injury (including death) and/or property damage combined with the Board named as an additional insured on a primary, non-contributory basis with respect to the additional insured. Such limits can be met by a combination of a comprehensive general liability policy or commercial general liability policy, and an Excess or Umbrella Liability policy; and

- Automobile: Proposer shall maintain Business Automobile Liability Insurance covering bodily injury and property damage in an amount of \$1,000,000 combined single limit, including coverage for hired and non-owned automobiles.
- Coverage for Sexual Abuse and molestation: Proposer shall either provide evidence of NO sexual abuse or molestation exclusion on the Commercial General Liability policy, or evidence of such coverage by means of an actual coverage part under the Commercial General Liability, or by means of a separate policy. The “sexual abuse and molestation: coverage is to be for limits of not less than \$2,000,000. If coverage is provided by means of a separate policy or separate coverage part, then the Saddle Brook Board of Education is to be an additional insured on that separate policy or coverage part.

The Proposer shall name the Board as an additional insured on its comprehensive general liability insurance or commercial general liability insurance and shall provide the Board with an insurance certificate or certificates on the standard ACORD form attesting to all required insurance coverage prior to commencing any Work hereunder. All policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New Jersey and rated as “A-” or better, as determined by A.M. Best Company.

The certificate(s) shall include a provision requiring at least thirty (30) days’ notification to the Board in the event of cancellation. Proposer shall not commence operation under its contract until such certificate(s) of insurance are submitted to the Board.

18. LIABILITY

Successful Proposer agrees to assume all risk of loss and to indemnify and hold the Board, its officers, agents and employees, harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney’s and witnesses’ fees, and expenses incident thereto, for injuries to persons (including death) and for loss of damage to, or destruction of property (including property of the District) arising out of any act or omission of the successful Proposer, its employees or agents in the performance of the contract

awarded in response to the proposal. Successful Proposer agrees to reimburse the Board for all costs and attorneys' fees expended by the Board in enforcement of this indemnity provision.

Successful Proposer shall indemnify, defend and hold the Board harmless from and against any claim that all or any aspect of the advertising provided as a part of this Agreement infringe upon a copyright, trademark or other intellectual property right by and paying all amounts in settlement of the claim or as otherwise awarded by a court of law. The successful Proposer shall also reimburse Board for all reasonable expenses incurred by Board.

19. TERMINATION OF CONTRACT

For the term of the contract, the Board may terminate the contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of thirty (30) days to cure the breach. If the breach is not cured during such period, the Board may then terminate the contract.

For the contract term, the Board may terminate the contract on sixty (60) days written notice, with or without cause.

Without prejudice to any other right or remedy available to the Board at law or in equity of any event described below, this Agreement may be terminated by the Board if the successful Proposer, or any parent company of the Proposer, shall:

(a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;

(b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or

(c) admit in writing its inability to pay its debts as such debts become due.

20. EQUAL EMPLOYMENT OPPORTUNITY ACT

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

21. BUY AMERICAN

To the extent applicable, Proposer agrees that in the performance of the work only manufactured and farm products of the United States will be used in the work, wherever available pursuant to N.J.S.A. 18A:18A-20.

22. GOVERNING LAWS AND DISPUTE RESOLUTION

Any resulting contract is to be governed by the laws of the State of New Jersey. Proposer agrees that any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within Bergen County, State of New Jersey, and the Proposer consents and submits to the jurisdiction of Superior Court in Bergen County, New Jersey.

The Proposer hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury.

If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes, then the Proposer agrees that the Proposer can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and the Proposer, or among the Board, the Proposer and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

PROPOSER'S CHECKLIST

**THE FOLLOWING CHECKLIST SHALL BE PROPERLY COMPLETED WITH THE PROPOSAL AND SUBMITTED TO THE BOARD AS PART OF THE PROPOSAL
INDICATE THE PAGE NUMBER THAT EACH ITEM CAN BE FOUND**

ITEM:

1. Describe the history of your program and program philosophy. Provide documented experience in successfully providing services of a similar scope. Page No. _____ Initials _____

2. Current New Jersey Child Care License. Page No. _____ Initials _____

3. Ability to obtain liability insurance of at least \$2,000,000 dollars. Page No. _____ Initials _____

4. Proof of financial stability in the form of financial statements for the past two years. Page No. _____ Initials _____

5. Provide a list of your hiring criteria for on-site staff including criminal history review, maintaining documentation, and communicating with the district. Page No. _____ Initials _____

6. Ability to care for a minimum of 150 Pre-K through grade 6 students and maintain a staff to student ratio that meets or exceeds state standards. Page No. _____ Initials _____

7. What are your minimum enrollments for a site to run? Page No. _____ Initials _____

8. Ability to accept Saddle Brook High School Students as volunteers and/or paid counselors in training. Page No. _____ Initials _____

9. Ability to offer summer programming for elementary students in one school. Page No. _____ Initials _____

10. Provide before and after school care on all regular school and early dismissal days. Page No. _____ Initials _____

11. Provide care on school (weekday, non-holiday) vacation days (ie. Teacher’s Convention, Winter/Spring Breaks). Page No. _____ Initials _____
12. Provide a Security or Crisis Management plan and related training - manuals, drills, follow through, etc. Page No. _____ Initials _____
13. Describe your policy for student illness. How do you address the need for providing for administration of medication? Page No. _____ Initials _____
14. What is your organizational structure? Include Employee hiring and training process - all types training, when, how often, documentation. Page No. _____ Initials _____
15. Provide a sample code of conduct and discipline plan. Page No. _____ Initials _____
16. Provide sample lesson plans, two each for: before care, after care, full day program, and include your ability to address the needs of students with IEPs. Page No. _____ Initials _____
17. Do you provide homework assistance? To what degree? Page No. _____ Initials _____
18. Do you offer unstructured play time and/or flexibility for students who do not want to follow your lesson plans? Page No. _____ Initials _____
19. Provide examples of any theme days, special events, family events registrants can look forward to enjoying? Page No. _____ Initials _____
20. Do you offer any academic enrichment, free or paid? Page No. _____ Initials _____
21. Describe your approach and plan to provide after school snacks. Page No. _____ Initials _____
22. Provide Online Registration and payment portal with ability to provide drop in care. Page No. _____ Initials _____
23. Provide your parent pricing schedule. What are the options for payments: daily, weekly, monthly, annually divided by 10, etc? Page No. _____ Initials _____

- 24. Discuss your facility needs and your ability to exceed the \$40,000 minimum facilities rental fee.
Page No. _____ Initials _____
- 25. Discounts for: Free and Reduced lunch students, multi-sessions, Siblings, Faculty members' children, and Military.
Page No. _____ Initials _____
- 26. Cost savings for staggered dismissals - 4PM, 5PM, 6PM.
Page No. _____ Initials _____
- 27. Other Fees: registration, drop-in, late pick up fees, late payments, cancellation policy and fees.
Page No. _____ Initials _____
- 28. What kind of increases in costs should parents expect to see year after year? Can you remain competitive with current parent costs?
Page No. _____ Initials _____
- 29. Practices, format and frequency for parental communications, Principal and District Communications.
Page No. _____ Initials _____
- 30. Explain drop off, pick up and attendance practices - who is allowed to pick up students? How do you manage students who are in extra curricular activities?
Page No. _____ Initials _____
- 31. Incident Reporting - to parents, principal, district
Page No. _____ Initials _____
- 32. What coverage do you provide for staff absences? How and at what point do you communicate staff changes - to parents, principal, district?
Page No. _____ Initials _____
- 33. What tools do you use to communicate with parents: cell phone, site phone, tablet, laptop, etc?
Page No. _____ Initials _____
- 34. What are and/or what will be your protocols for COVID-19 mitigation in September?
Page No. _____ Initials _____
- 35. Please add any comments you feel would best assist the review committee, or describe any features of your program not covered in any of the above criteria.
Page No. _____ Initials _____

Other Items to Ensure:

Reviewed the Contact Documents, Site, Locality, and all Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, or Performance _____
Initials

Acknowledged all Addenda on Proposer’s Proposal where applicable _____
Initials

Proposal Form (signed and dated) _____
Initials

Ownership Disclosure Certificate _____
Initials

Affidavit regarding list of Debarred, Suspended or Disqualified Contractors _____
Initials

Non-collusion Affidavit _____
Initials

Proposer’s Certificate of Qualifications and Credentials _____
Initials

Certificate of Equal Opportunity _____
Initials

Affirmative Action Questionnaire _____
Initials

Certificate of Insurance Statement _____
Initials

Business Registration Certificate Statement _____
Initials

Provided Disclosure of Investment Activities in Iran _____
Initials

Ch. 271 Political Contribution Disclosure Form _____
Initials

Signature Form _____
Initials

OTHER DOCUMENTS TO SUBMIT:

Provided Proof of Insurance with Limits of Not Less than Two (2) Million Dollars
(See Section 17 on Page 12) _____
Initials

Provided a Statement of Assurance that All Training and Background Checks of
Staff will be adhered to _____
Initials

Certificate of Proposer showing Ability to Perform Contract _____
Initials

Current Business Registration Certificate _____
Initials

Affirmative Action Documentation _____
Initials

**NOTE: FAILURE TO COMPLETE AND SUBMIT ALL OF THE ABOVE DOCUMENTS ON
THE FORMS PROVIDED WITHIN MAY RESULT IN A REJECTION OF YOUR PROPOSAL.**

By placing my initials in the boxes provided above, I acknowledge having read and fully
understand all the requirements of each of the documents referenced herein.

PROPOSER (Signature)

PROPOSER (Print Name)

DATED: _____

PROPOSAL FORM

TO: Saddle Brook Board of Education
FROM:

DATE: _____
TELEPHONE: _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Saddle Brook Board of Education in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith

Proposal Amounts Submitted:

- | | | |
|--|-----------|----------------|
| 1. Facility Use Fee (minimum \$40,000) | \$ _____ | _____ |
| | Numerical | Amount Written |
| 2. Profit Sharing Percentage | _____ % | _____ |
| | Numerical | Amount Written |

SIGNATURE:

DATE:

TYPE OR PRINT

NAME: _____

TITLE: _____ TELEPHONE NUMBER: (_____)

FEIN or TAX ID NUMBER: _____ FAX NUMBER: (_____) _____

E-MAIL ADDRESS:

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

-

Organization Address: _____

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

- 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 own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
OR
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate 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	Home Address (for Individuals) or Business 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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

STATEMENT OF PROPOSER’S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Proposer may submit any additional information it desires.

1. _____
(Name of Proposer)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, Where Incorporated)

5. Number of years engaged in providing child care services under present firm or trade name?

6. General extent of the services performed by _____ you.

7. _____ If
Have you ever defaulted on a Contract? _____ so, provide complete details, including
where and why?

8. Experience in providing before and after care services.

9. Background and experience of the principal members of your organization, including the officers.

10. Bank Reference. _____

11. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? _____
12. The undersigned, hereby authorized and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Proposer's Qualifications.
13. Proposer's telephone number, fax number and e-mail address (if applicable).

Phone _____

Fax _____

Email _____

Dated at _____ this ____ day of _____, 20__.

Proposer (Signature)

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

Proposer (Print Name)

(Seal) Notary Public of New
Jersey/ Specify Other State
My Commission Expires _____, 20

TITLE: _____

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED CONTRACTORS**

STATE OF NEW JERSEY/_____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of
_____ State of _____, of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the
Proposer making the Proposal for the above named Project, and that I executed the said Proposal
with full authority to do so; that said Proposer is not presently debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal
Department or agency, or by the State of New Jersey.

Name of Proposer

By: _____

(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/_____

Specify, of Other

COUNTY OF _____

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

I am _____ of the firm of _____, the Proposer making the Proposal for the above named service, and that I executed the said Proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named service; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said service.

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

Name of Proposer

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me

this ____ day of _____, 20__.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____ 20__

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSER CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

STATE OF NEW JERSEY/ _____
Specify, of Other

COUNTY OF _____

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

I am _____ of the firm of _____, the

Proposer submitting the Proposal for the above named service and that I executed the said Proposal with full authority to do so. The firm possesses the _____ of _____ qualifications and credentials to perform the contract outline in the Request for Proposal

Name of Proposer

By: _____
(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

CERTIFICATE OF EQUAL OPPORTUNITY

Name of Proposer

INSTRUCTIONS

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-B
Name of Form:	MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

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

The contractor and the _____ of _____, (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.

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A
Name of Form:	AFFIRMATIVE ACTION COMPLIANCE NOTICE
Statutory Reference:	N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 et seq.
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	To assure vendor compliance with State affirmative action requirements.

Each 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:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
 Department of the Treasury
 State of New Jersey
 P.O. Box 209
 Trenton, NJ 08625-0209
 609-292-5473
 E-mail: www.state.nj.us/treasury/contract_compliance/ccmail.shtml
 Agency website: www.state.nj.us/treasury/contract_compliance

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE:

PRINT NAME: _____

TITLE:

DATE: _____

CERTIFICATE OF INSURANCE STATEMENT

The Proposer fully understands the Saddle Brook Board of Education's insurance requirements as stated in the Request for Proposals, and other Contract Documents, and agrees to provide all insurance required by these documents prior to award of contract.

PROPOSER (Signature)

PROPOSER (Print Name)

BUSINESS REGISTRATION CERTIFICATE
STATEMENT

The Proposer fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself, and any and all subcontractors, if applicable, performing work under this contract.

PROPOSER (Signature)

PROPOSER (Print Name)

**STATE OF NEW JERSEY -- DIVISION OF
PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification.

Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

Certification: I, being duly sworn upon my oath, hereby represent 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; that the State of New Jersey 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 State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title:

Date:

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlqs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlqs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. **It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlqs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Eductions**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- State, county, or municipal committee of a political party any
- legislative leadership committee* any
- continuing political committee (a.k.a., political action committee) any
- candidate committee of a candidate for, or holder of, an elective office: any
 - 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 \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	
(Notary Public)	
My Commission expires:	

SIGNATURE FORM

The undersigned proposer having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that he will fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, that he will furnish all required services in strict conformity with these documents for the stated process as payment in full, and that Proposer will enter into an Agreement containing the terms and conditions set forth in the Request for Proposals, including any addenda thereto.

ADDENDA FORM:

The undersigned hereby acknowledges receipt of the following applicable addenda:

SUBMITTING PROVIDER INFORMATION:

Company Name _____

Authorized Signature _____

Company Address _____

Printed Name _____

Title _____

Telephone _____

Exhibit A Fee Schedule Prior to Hybrid Program

Tuition and Fees:

Program	1 Day Weekly Rate	2 Day Weekly Rate	3 Day Weekly Rate	4 Day Weekly Rate	5 Day Weekly Rate
Before School (all schools)	\$10	\$18	\$25	\$31	\$39
After School (all schools)	\$17	\$30	\$43	\$54	\$68
Before & After	\$22	\$38	\$54	\$68	\$86

Other Fees:

Student Registration	\$ 50.00
Family Registration	\$ 75.00
Drop-In Full Day	\$ 30.00
Drop-In After School	\$ 16.00
Drop-In Before School	\$ 12.00
In-Service Day	\$ 20.00
Early Release/Late Start	\$ 15.00
Non-School Full Day	\$ 40.00
Summer Camp	\$190.00/Weekly

Discounts:

School District Employee	10%
Military	10%
Multi-Session	20%
Multi-Child	10%

Hybrid Program Fee Schedule

	<u>Daily Rate</u>
Before School: 7:15 am – 8:30 am	\$11.00
After School: 1:00 pm – 5:00 pm	\$20.00
After School: 1:00 pm – 6:00 pm	\$25.00
Full-Day Care: 7:15 am – 6:00 pm	\$50.00
Registration Fee	Waived
Sibling Discount	10%
Saddle Brook SD Employees Discount	10%