

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

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

Proposal Specifications & General Requirements

CHAPTER 193 EVALUATION & DETERMINATION

Proposal No: CC 03-2627

Wednesday, June 10, 2026

Proposal Opening Date

10:00 a.m.

Proposal Opening Time

Kevin Campbell
School Business Administrator/Board Secretary

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

Competitive Contracting-- Request for Proposals (RFP)

Legal Advertisement

The LAKEWOOD Board of Education(District), solicits proposals through the Competitive Contracting Process in accordance with N.J.S.A.18A:18A-4.1, *et seq.*, The Board of Education and the awarded Service Provider acknowledge that this Contract is funded entirely by the State of New Jersey ,Chapter 193 Funds for evaluation and determination of eligibility for special education for Nonpublic Students in Lakewood.

Proposal No. CC 03-2627

Title: CHAPTER 193 EVALUATION & DETERMINATION

All necessary proposal specifications and proposal forms may be secured at no cost upon written request to:

Mr. Kevin Campbell

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

Proposals must be sealed and delivered to the Office of the School Business Administrator/ Board Secretary of LAKEWOOD Board of Education, **on or before** date and time indicated below. Only hard copies of the proposal will be accepted.

The envelope is to bear the following information:

Title: **CHAPTER 193 EVALUATION & DETERMINATION**
Proposal No.: **CC 03-2627**
Name and Address of the Respondent
Proposal Due Date: **Wednesday, June 10, 2026**
Proposal Opening Time: **10:00 a.m.**

Location of Proposal Opening:

LAKEWOOD BOARD OF EDUCATION
Board Meeting Room
200 Ramsey Ave
LAKEWOOD, New Jersey 08701

The proposal opening process will begin on the above date and time at the LAKEWOOD Board of Education, 200 Ramsey Ave, LAKEWOOD, New Jersey 08701. Sealed Proposals **may also** be submitted to the School Business Administrator/Board Secretary or his designee prior to the advertised date and time at the same address. If sealed proposals are not sent prior to this date and time they will also be received **at the proposal opening meeting**, in the Board Meeting Room of the Lakewood Board of Education located at 200 Ramsey Ave, **on** the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly open all proposals.

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

Submission of Proposals—US Postal Service/Delivery Service

All respondents are encouraged to send their responses through the US Postal Service via certified mail/overnight delivery or other recognized delivery service that provides certification of delivery to the sender.

Submission of Proposals—Hand Deliver—

While the use of the US Postal Service or delivery service is preferred, the District will accept hand-delivered Proposal Package (i.e. Respondent's response to this proposal) at the Lakewood Board of Education 200 Ramsey Ave., Lakewood, NJ. A **Security Specialist** is posted at the reception area from 8:00 a.m. to 4:00 p.m. Monday through Friday and will accept any Proposal Package hand delivered. It is recommended that Respondents using this option submit Proposals, prior to the advertised date and time of the RFP opening, to ensure the Proposal Package is received by the Business Administrator in a timely manner. No RFPs will be accepted after the scheduled time of the RFP opening.

Opening of RFPs

The opening of the proposals will be live and in person at the advertised time and place and the names of all the Respondents and the price of their respective proposal pursuant to N.J.A.C. 5:34-4.3 (b) will be read publicly. All respondents are welcome to join. Please be aware that entrance into the Administrative Office may take a few minutes and proof of identity must be presented and a visitor pass will be issued. No entrance will be permitted without the proper identification. Please take this into consideration if you are planning to witness the RFP opening.

The Board of Education will not accept electronic (e-mail) submission of Competitive Contracting proposals.

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

PRE PROPOSAL CONFERENCE MEETING:

There will be a Pre-Proposal meeting held on Tuesday, May 19, 2026 @ 10:00 a.m. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the Lakewood Board of Education, 200 Ramsey Ave., Lakewood NJ 08701.

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

The Board requests that a Non-Collusion Affidavit and a Service Provider Questionnaire & Certification be submitted with the proposal. The Proposal Package will also include other documents as listed on the checklist provided, that must be completed and returned with the proposal. Failure to complete and submit all **required** forms as listed on the checklist will be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to disqualify any or all Respondents proposals pursuant to N.J.S.A. 18A:18A-4.5(b). The Board of Education reserves the right to reject proposals pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, in accordance with applicable law.

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

Effective after March 1, 2026, Pursuant to LFN 2026-01 the complete text of each legal notice for the Lakewood Board of Education may be obtained or viewed by the public on the official internet website <https://www.lakewoodpiners.org/legalnotices>

In addition, the hyperlink <https://www.nj.gov/state/statewide-legal-notices-list.shtml> has been provided by the Secretary of State to the legal notice webpage of each public entity in the State of New Jersey. The aforementioned is in accordance with P.L. 2025, c.72

Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

ETHICS IN PURCHASING STATEMENT TO RESPONDENTS

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

School District officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from Respondents doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

No vendor proposing to do business with the Board of Education shall influence or attempt to influence any official or employee of the Board of Education in any manner that might tend to impair said official or employee's objectivity or independence of judgment.

VENDOR CERTIFICATION

Respondents will be asked to certify on the enclosed form titled "Service Provider/Vendor Questionnaire & Certification" 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, not an official or employee of the Board of Education.

LAKESWOOD BOARD OF EDUCATION

ADVISORY INFORMATION FOR RESPONDENTS

1. PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the Office of the School Business Administrator/Board Secretary at the address indicated in the advertisement prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Wednesday, June 10, 2026 @ 10:00 a.m.** No extensions or exceptions will be made. The Administrative Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the public school calendar. Access to the Administrative Office may be delayed because of security clearance. Respondents **may also submit proposals** to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting held in the Board Room of the Lakewood *Board of Education Administrative Offices located at 200 Ramsey Ave, Lakewood, NJ* on the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

2. PARKING

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

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

3. MAIL

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

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from **10:00 a.m.** on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office.

5. HAND DELIVER PROPOSALS –

Keeping the aforementioned items in mind, the Board suggests that if a respondent chooses to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary it must be before the advertised date and time to ensure delivery is received. Please

understand that proposals arriving after the advertised date and time for any reason cannot be accepted or opened or considered.

LAKEWOOD BOARD OF EDUCATION
PROCUREMENT PROPOSAL CHECKLIST
FOR FORMS SUPPLIED BY THE BOARD OF EDUCATION WITH THIS RFP

PACKET

A. Provided Documents requested and/or required to be returned with Proposal. Any documents requested to be returned with the proposal *must* be submitted prior to award of contract. Please carefully review this RFP packet for additional documents which should be submitted with your Proposal Response.

1.	Acknowledgement of Addenda-required with proposal
2.	Affirmative Action Questionnaire or Certificate of Employee Information Report Form AA-302 – requested with proposal due after notice of award but prior to signing of contract)
3.	Assurance of Compliance-requested with proposal (due prior to contract award)
4.	Chapter 271 Political Contribution Disclosure Form-requested to be submitted with proposal but required 10 days prior to contract award.
5.	Service Provider/Vendor Questionnaire / Certification-requested with proposal (due prior to contract award)
6.	Russia or Belarus; Certification Prohibited Activities requested with proposal (due prior to contract award)
7.	Disclosure of Investment Activities in Iran requested with proposal (due prior to contract award)
8.	<u>Certification of Non Debarment – requested to be submitted with proposal (due prior to contract award)</u>
9.	Non-Collusion Affidavit requested with proposal(due prior to contract award))
10.	Proposal Form-required with proposal
11.	Statement of Ownership-required with proposal
12.	Americans with Disabilities Act - requested with proposal (due after notice of award but prior to signing of contract.)
13.	Supplement to Proposal- Form of Contract Agreement – requested to be submitted with proposal but due prior to contract award.

The documents listed above when required, are to be submitted with the Proposal Package, unless otherwise noted. Failure to submit them ***may*** be cause for disqualification for being non-responsive, as defined by N.J.S.A 18A:18A-2(y), and therefore rejected pursuant to *N.J.S.A. 18A:18A-4.5(d)*

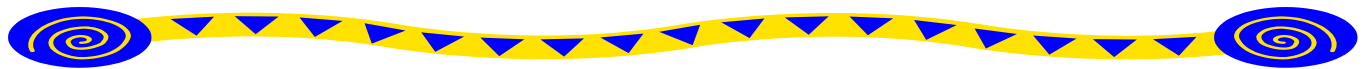
B. Reminder Checklist

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

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

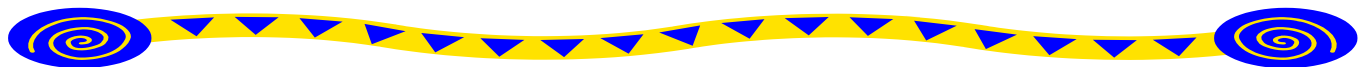
Item	<u>Yes</u>	<u>No</u>
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink preferred)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
Have you prepared all the documents for submission?		
Did you make a copy of the CC/RFP package for your records?		
Did you correctly address the envelope and seal it properly?		

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting

GENERAL SPECIFICATIONS



Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Competitive Contracting/Request for Proposals (RFP)

CHAPTER 193 EVALUATION & DETERMINATION

Instructions for Respondents

PROPOSALS ARE

TO BE SUBMITTED TO: Mr. Kevin Campbell/Business Administrator/Board Secretary
LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701

BY: 10:00 a.m. PREVAILING TIME

ON: Wednesday, June 10, 2026

The proposals may be delivered by mail, delivery service or hand delivery. Proposals that are submitted are to be sealed and will be unsealed and announced at the proposal opening meeting.

Proposals must be placed in a *sealed* envelope/package and clearly marked with CHAPTER 193 EVALUATION & DETERMINATION on the front of the envelope/package. Proposals **must be** submitted in **duplicate** on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the Proposal Package as well as a copy of the full proposal on a Thumb Drive. The Thumb Drive is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District:	<u>LAKEWOOD Board of Education</u>
Proposal No.:	<u>CC 03-2627</u>
Project:	<u>CHAPTER 193 EVALUATION & DETERMINATION</u>
Proposal Date:	<u>Wednesday, June 10, 2026</u>
Proposal Time:	<u>10:00 a.m.</u>
Respondent	
Respondent Address	
City, State Zip	

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

PURPOSE

The Board of Education is soliciting request for proposals (RFP's) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for **CHAPTER 193 EVALUATION & DETERMINATION for nonpublic students.**

AFFIRMATIVE ACTION REQUIREMENTS

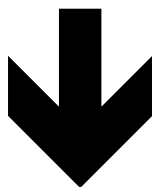
If not submitted with the proposal packet, each company shall submit to the LAKEWOOD Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

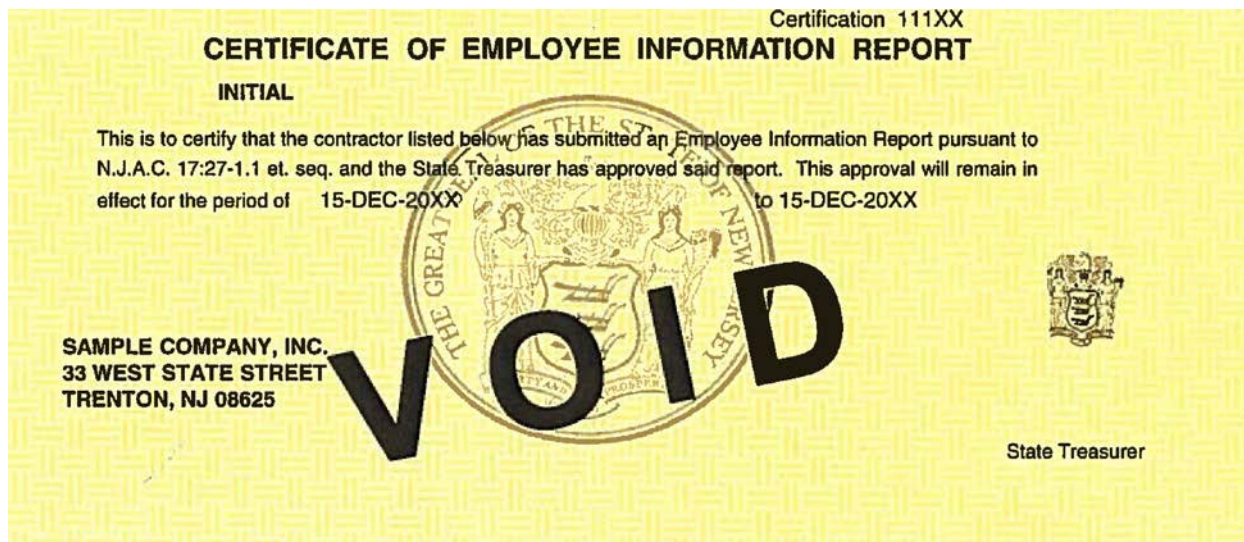
- Appropriate evidence that the Service Provider is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful RFP (respondent) shall complete an Employee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

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of RFP/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 RFP/proposal.

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

Sample Certificate of Employee Information Report





All respondents are requested to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the execution or award of contract will result in the rejection of the RFP/proposal.

1. AMERICANS WITH DISABILITIES ACT

The Service Provider must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. § 12101 et seq.

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

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

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

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

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.

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Service Provider, nor any person acting on behalf of such Service Provider or sub-Service Provider, 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 Service Provider, sub-Service Provider, 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 Service Provider by the contracting public Service Provider, 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 Service Provider, 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 Service Provider from the contracting public Service Provider 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.).

5. 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 each Respondent 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 Respondents are requested to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-4.5(e).

7. 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 Proposer/Service Provider, and each sub-Service Provider that is required by law to be named in a RFP/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All Respondents or companies providing responses for requested proposals are **requested** to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey.

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

Sub-Service Providers

Prior to contract award or authorization, the Service Provider shall provide the Contracting Service Provider with its proof of business registration and that of any named sub-Service Provider(s).

Sub-Service Providers named in a RFP or other proposal shall provide proof of business registration to the Respondent, who in turn, shall provide it to the District prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The Service Provider shall not enter into a contract with a sub-Service Provider unless the sub-Service Provider first provides the Service Provider with a valid proof of business registration.
- (2) The Service Provider shall maintain and submit to the District, a list of sub-Service Providers and their addresses that may be updated from time to time.
- (3) The Service Provider and any sub-Service Provider providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Service Provider shall submit to the District, a complete and accurate list of all sub-Service Providers 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 District or under a casino service industry enterprise contract.

**SAMPLES OF NEW
JERSEY BUSINESS
REGISTRATION
CERTIFICATES**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

All respondents are requested to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.

8. **CERTIFICATE (CONSENT) OF SURETY** ☐ REQUIRED ☒ **NOT REQUIRED**

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

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

10. **SERVICE PROVIDER/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

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

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

Private Respondents 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.

B. Maintenance of Contract Records—N.J.A.C. 19:70-1.6

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

The Service Provider/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.

C. 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 Service Provider shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

11. COORDINATION OF ACTIVITIES

The following person will coordinate the activities for this proposal

- Mr. Kevin Campbell/School Business Administrator
- Ms. Jane Gulics/Coordinator of Nonpublic Grants

12. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, Service Providers shall submit to the school District, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history

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

13. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

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

All respondents are required to submit a sworn statement (see attached) indicating whether or not the respondent is, at the time of the proposal, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

14. DOCUMENTS, MISSING/ILLEGIBLE

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

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK Preferred

It is requested that all documents returned to the Board be signed with an original signature (blue ink preferred). Failure to sign and return all required documents with the Proposal Package may be cause for disqualification and for the proposal to be rejected due to being non-responsive as defined pursuant to N.J.S.A. 18A:18A-2(y). The Board will not accept facsimile or rubber stamp signatures.

*Although we request all the provided forms be submitted with the proposal, some may be submitted at a later date as indicated below

- Acknowledgement of Addenda – (return with proposal)

- Affirmative Action Questionnaire or Certificate of Employee Information Report form AA-302- (due after notice of award but prior to signing of contract)
- Assurance of Compliance (due prior to award)
- Chapter 271 – Political Contribution Disclosure Form (requested to be submitted with proposal but required 10 days prior to contract award)
- Service Provider/Vendor Questionnaire and Certification (return with proposal)
- Iran/Russia/Belarus - Disclosure of Investment Activities (due prior to award)
- Non Collusion Affidavit (due prior to award)
- Proposal Form (return with proposal)
- Statement of Ownership (return with proposal)
- Federal Certifications— (due prior to award)

*Please check your RFP package for these forms!

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

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

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

N.J.S.A. 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 RFP 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.

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

18. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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

Financial Guarantee

☐ REQUIRED

☒ NOT REQUIRED

19. FORCE MAJEURE

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

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

20. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Vendor/Service Provider

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

B. Award of Contract

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

C. Contracts

Upon notification of award of contract by the Board of Education, the successful vendor shall sign and execute a formal agreement between the Board and the vendor.

- **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 as a contractual agreement. When a formal contract is required, the Service Provider shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

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

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

The Board of Education may renew a contract for services in full accordance with N.J.S.A. 18A:18A-42 for one (1) additional two (2) year or two (2) additional one (1) year periods except as provided by N.J.S.A. 18A:18A-42. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The terms and conditions of the contract remain substantially the same. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. The Board of Education is the final authority in awarding renewals of contracts.

- **Term of Contract**

The successful respondent/s, 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.

D. Purchase Order Required; Notice to Proceed

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

E. Deadline for Submitting Proposals

All proposals shall be addressed to:

Mr. Kevin Campbell/Business Administrator/Board Secretary
Purchasing Manager
LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701

All proposals are to be received by the Board of Education no later than

Friday, May29, 2026

10:00 a.m.

Proposals received after the date and time noted shall not be accepted or considered.

F. Number of Copies to be submitted --

The District requires one (1) original proposal and one (1) copy and also a Thumb Drive of the proposal (to aide in the evaluation of the proposal) to be submitted on or before the proposal date and time listed in the advertisement. Other instructions on submission may be found in the technical specifications. The District does not accept electronic proposal submissions.

21. INSURANCE AND INDEMNIFICATION

☒ Required

☐ Not Required

The respondent, to whom the contract is awarded for any service work or construction work, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Commercial General Liability

\$2,000,000. General Aggregate
\$2,000,000. Products
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence Combined Single Limit for Bodily Injury and
Property Damage
\$50,000 Fire Damage
\$5,000 Medical Expense

Excess Umbrella Liability

\$4,000,000
\$1,000,000 Sexual Harassment

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

(A) Insurance Certificate –Required

a. The Service Provider must present to the Board of Education an insurance certificate

in the above types and amounts before any work or service begins.

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

c. The certificate holder shall be as follows:

LAKEWOOD Board of Education
c/o School Business Administrator/Board Secretary

d. Additional Insured Claim -- The Service Provider must include the following clause on the insurance certificate.

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

OTHER INSURANCES

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

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

(B) Indemnification

The Service Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board 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 or the performance of services by the Service Provider under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Service Provider is to assume all liability of every sort incident to the work, including property damage caused by him or his employees or by any sub-Service Provider employed by him or any of the sub-Service Provider's employees.

22(a) INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

☒ Required ☐ Not Required

The successful Service Provider to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The LAKEWOOD Board of Education
c/o School Business Administrator
and remain in full force during the term of contract.

22. INTERPRETATIONS AND ADDENDA

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

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator 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 any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addendum will be provided in accordance with N.J.S.A. 18A:18A-4.4(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

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

The LAKEWOOD Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a RFP or Proposal or otherwise proposes to enter into or renew a contract must certify, prior to the time a contract is awarded and at the time the contract is renewed, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey

Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents/Respondents must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under N.J.S.A.52:32-58 the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed N.J.S.A.52:32-59.

In addition, Respondents must provide a detailed, accurate and precise description of the activities of the RFPing person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a RFP, respond to a proposal, or renew a contract with the board, to complete, sign and submit prior to contract award.

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

24. Prohibited activities with Russia or Belarus supplementing Title 52

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 of Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities that plan to submit a RFP, respond to a proposal, or renew a contract with the board to complete, sign and submit with the proposal or prior to the award of the contract.

Lakewood Board of Education has provided in this Proposal Package a form entitled:

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

All Respondents are encouraged to complete, sign and submit the form with their RFP response.

Failure to complete, sign and submit the Prohibited Russia-Belarus Activities and Disclosure of Investment Activities in Iran form prior to the award of the contract shall be cause for rejection of the RFP.

25. LIABILITY – COPYRIGHT

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

26. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit is requested to be submitted with the proposal but must be submitted prior to the contract award. The respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential Respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named RFP, and that all statements contained in said Proposal and in 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 RFP.

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

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

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

27. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the School Business Administrator/Board Secretary on

Wednesday, June 10, 2026

10:00 a.m.

The names and addresses of the respondents submitting proposals will be read publicly. All Respondents, agents of the Respondents and the general public are invited to attend the opening of proposals.

28. PAYMENTS

Every effort will be made to pay Respondents and Service Providers within thirty (30) to sixty (60) days and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including at minimum:

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

Payment will be rendered upon completion of services or delivery of full the 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.

29. PERFORMANCE BOND

☐ REQUIRED

☒ NOT REQUIRED

30. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

Business entities (Service Providers) as defined at N.J.S.A. 19:44A-20.6 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 Service Provider shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$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.

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

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

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

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

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

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

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

All business entities are requested to submit with their RFP/Proposal Package a completed and signed Chapter 271 Political Contribution Disclosure Form, but must submit no later than 10 days prior to contract award. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

If The Chapter 271 Political Contribution Disclosure form is not submitted 10 days prior to the contract award, this may be cause for the disqualification of the proposal.

31. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

[Pre-Employment Resources P.L. 2018, c. 5 \(nj.gov\)](#)

32. PRESENTATION AND INTERVIEWS

The Board of Education may, at its option, require Respondents of its choice to attend interviews to allow the Respondents to clarify their submissions. This process, pursuant to N.J.A.C. 5:34-4.3 (d) (3), may only occur after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

33. PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)- There will be a Pre-Proposal meeting held on Tuesday, May 19, 2026 @ 10:00 a.m. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the Lakewood Board of Education, 200 Ramsey Ave., Lakewood NJ 08701.

The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are encouraged to attend this meeting. Addenda to the proposal may be issued as a result of the meeting.

34. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

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

35. RIGHT TO KNOW LAW

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

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

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

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

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

37. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Service Providers, with whom the Board of Education have an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

Service Provider, using Sub Service Providers assume all responsibility for work performed by sub-Service Providers. The Board Business Office may require the following documents to be secured from all approved sub-Service Providers:

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

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

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be sub-Service Providers.

38. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of 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. Service Providers may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

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

39. TERMINATION OF CONTRACT

If the Board determines that the Service Provider has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the Service Provider 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 Service Provider from potential liability for damages caused the Board of Education by the Service Provider's breach of this

agreement. The Board may withhold payment due the Service Provider and apply 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 Service Provider further agrees to indemnify and hold the Board harmless from any liability to sub-Service Providers or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

40. WITHDRAWAL OF PROPOSALS

o Before The Proposal Opening

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

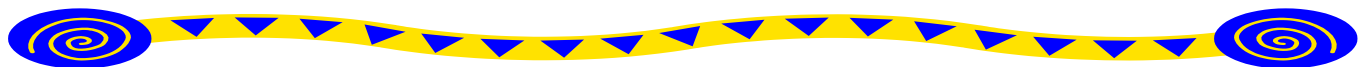
o After The Proposal Opening

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

The Service Provider/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 Service Provider and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator and/or other interested administrators' and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the Service Provider/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the Service Provider/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 Service Provider/vendor fails to execute the contract the RFP guarantee will be forfeited and become property of the Board of Education.

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting PROPOSAL DOCUMENTS

All documents in this section shall be completed, signed and submitted with the Proposal Package unless otherwise stated– Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive N.J.S.A. 18A:18A-4.5(b), and N.J.S.A. 18A:18A-22



Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NJ

CHAPTER 193 EVALUATION & DETERMINATION
Proposal Form
2026-2027

Proposal No. CC 01-2627 Proposal Date: Friday, May 29, 2026 @ 10:00 a.m.
I/we hereby submit the following attached proposal for

To be completed, signed below and returned with proposal.
Proposal Form

CHAPTER 193 EVALUATION & DETERMINATION

CC 03-2627

Date: Wednesday, June 10, 2026@ 10:00 a.m.

I/we hereby submit the following proposal for Chapter 193 EVALUATION & DETERMINATION for Nonpublic Schools in Lakewood.

By signing below, the Service Provider understands the following:

I understand the cost for this service is wholly determined by the State of New Jersey therefore no cost component is included or evaluated as part of this proposal.

Name of Firm _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-mail: _____ Tax ID No. _____

Authorized Agent _____ Title _____

Authorized Signature _____ **Date** _____

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

To be completed and signed below

CHAPTER 193 EVALUATION & DETERMINATION

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number **CC 03-2627**

Proposal Date: **Wednesday, June 10, 2026**

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda. **If no addenda have been issued you must check the box below indicating your agreement.**

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

To be completed and signed below
AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **CC 03-2627**Proposal Date: **Wednesday, June 10, 2026**

This form is requested to be completed and returned with the proposal but must be submitted prior to contract award. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Certificate of Employee Information Report stapled to this page.

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 a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

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

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

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
 Division of Purchase and Property
 Contract Compliance and Audit Unit—EEO Monitoring Program
 P.O. Box 206
 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed and signed below
ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

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

Pre-Employment Requirements

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.

[Pre-Employment Resources P.L. 2018, c. 5 \(nj.gov\)](https://www.nj.gov/education/office-of-student-protection/pre-employment-resources/p-l-2018-c-5-link.html)

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed and signed below

LAKEWOOD Board of Education

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Service Provider Instructions

Business entities (Service Providers) receiving contracts from a public Service Provider 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 Service Provider shall disclose contributions to:

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

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

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

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

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

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

The enclosed list of agencies is provided to assist the Service Provider in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Service Provider’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 Service Provider’s submission and is disclosable to the public under the Open Public Records Act.

The Service Provider must also complete the attached Stockholder Disclosure Certification. This will assist the Service Provider 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. 52:34-25

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Barnegat Light Borough
Barnegat Township
Bay Head Borough
Beach Haven Borough
Beachwood Borough
Berkeley Township
Brick Township
Dover Township
Eagleswood Township
Harvey Cedars Borough
Island Heights Borough

Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Township
Manchester Township
Mantoloking Borough
Ocean Gate Borough
Ocean Township

Pine Beach Borough
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Ship Bottom Borough
South Toms River Borough
Stafford Township
Surf City Borough
Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township
Bay Head Borough
Beach Haven Borough
Berkeley Township
Brick Township
Central Regional
Eagleswood Township
Island Heights Borough
Jackson Township
Lacey Township

Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Island
Manchester Township
Mantoloking
Ocean Gate Borough
Ocean Township
Pinelands Regional

Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Southern Regional
Stafford Township
Toms River Regional
Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2

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

To be completed and signed below**SERVICE PROVIDER QUESTIONNAIRE & CERTIFICATION**Proposal Number **CC 03-2627**Proposal Date: **Wednesday, June 10, 2026****Chapter 193 Evaluation & Determination**

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

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

Vendor Certification**Direct/Indirect Interests**

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

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

Debarment

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)_____
SIGNATURE

STANDARD RFP DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, Respondents and Service Providers must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

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

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful RFP 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 Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State Service Provider 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.
	<i>(Attach Additional Sheets If Necessary)</i>

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 Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ 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

To be completed, signed below and requested with proposal.

NON-COLLUSION AFFIDAVIT

Re: Proposal for the Board of Education.

Proposal No. **CC 03-2627**

STATE OF _____)

Proposal Date: **Wednesday, June 10, 2026**

:ss:

COUNTY OF _____)

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 firm/company of _____

and the Respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this Proposal with any potential Respondents, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named Proposal, and that all statements contained in said Proposal and in 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 Service Provider 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 Service Provider/Vendor)

Subscribed and sworn to: _____

(SIGNATURE OF SERVICE PROVIDER/VENDOR)

before me this _____ day of _____,
Month Year

Print name of Notary _____

Signature of Notary _____

My commission expires _____ - Seal -
Month Day Year

To be completed, signed and returned with RFP/Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization:

Organization Address:

City, State, ZIP:

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

- ☐ Sole Proprietorship
- ☐ 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 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	Address

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that the **LAKEWOOD Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my

agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

APPENDIX A

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

The Service Provider 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. § 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Service Provider agrees that the performance shall be in strict compliance with the Act. In the event that the Service Provider, its agents, servants, employees, or sub-Service Providers violate or are alleged to have violated the Act during the performance of this contract, the Service Provider shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider pursuant to this contract will not relieve the Service Provider 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 Service Provider, its agents, servants, employees and sub-Service Providers for any claim which may arise out of their performance of this Agreement. Furthermore, the Service Provider expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Service Provider's obligations assumed in this Agreement, nor shall they be construed to relieve the Service Provider from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

By Signing below, the Service Provider agrees that they will comply with the Americans with Disabilities Act of 1990:

Witness Signature: _____ Authorized Signature & Title _____

Date _____

Date _____

APPENDIX B

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Service Provider agrees as follows:

The Service Provider or subService Provider, 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 Service Provider 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 Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Service Provider Compliance Officer setting forth provisions of this nondiscrimination clause.

The Service Provider or subService Provider, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, 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 Service Provider or subService Provider will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Service Provider contracting officer, advising the labor union of the Service Provider's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Service Provider or subService Provider agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment Service Provider which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public Service Provider through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The Service Provider and its subService Providers 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.

TO ALL RESPONDENTS:

REMINDER!

Did you sign all of the Proposal documents?

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

The Board will not accept facsimile or rubber stamp signatures.

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

Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKESWOOD BOARD OF EDUCATION

Business Office

200 Ramsey Avenue

Lakewood, NJ 08701

**SUPPLEMENT TO REQUEST FOR PROPOSAL
FORM OF CONTRACT AGREEMENT
ACKNOWLEDGEMENT**

To All Potential Respondents: CHAPTER 193 EVALUATION & DETERMINATION

The Lakewood Board of Education provides for your review and understanding a Form of Contract Agreement. This Form of Contract Agreement, prepared by the Office of the School Board Attorney, outlines the major terms and conditions of the contract for this proposal.

Please review the standard terms and conditions of the Form of Contract Agreement as presented. By submitting a response to this RFP, the vendor or firm to whom a contract is awarded agrees to adhere to the terms and conditions of the proposed contract agreement.

There will be no opportunity by the vendor or firm, to negotiate or make changes to the contract. As a requirement for award of contract, all potential respondents shall sign below acknowledging the standard contract terms and conditions.

The only modification(s) to the attached contract will be to enter the contract sum and other information, such as the parties' representatives, in accordance with the award of contract, RFP specifications and vendor's response thereto. All other terms and conditions of the attached contract shall be considered a material provision of the RFP and award and all Respondents must acknowledge their understanding and agreement to adhere to same without modification. As a requirement for award of contract, all potential respondents shall sign below acknowledging the standard contract terms and conditions.

INTERPRETATIONS AND ADDENDA

Any concerns, questions or interpretations regarding the contract terms and conditions as noted in the RFP specifications, shall be submitted to the School Business Administrator in accordance with the INTERPRETATIONS AND ADDENDA section of the request for proposal.

To the Lakewood Board of Education:

I/we the authorized agent for _____

Name of Company/Firm

Having read the basic Form of Contract Agreement here within provided, do hereby acknowledge

and understand the terms and conditions of the Form of Contract Agreement and further

understand there will be no opportunity to negotiate or make changes to the contract agreement at any time.

Name

Official Title

Signature

Date

Respondents shall additionally take notice that the attached Form of Contract Agreement does not represent the formal contract agreement with the Board. The actual formal contract agreement will be sent to the successful vendor or firm after the contract is awarded by the Board, and must be executed by both parties within twenty-one (21) business days thereafter. Ref. N.J.S.A. 18A:18A-36 (b)

Failure to sign and submit the executed Acknowledgement with the response, may lead to the disqualification of the response

Form of Contract Agreement

The following contract **shall be executed** by each successful respondent. Per N.J.S.A 18A:18A-4.5, **there shall be no negotiations of any proposal or the contract** to be executed. All specifications of the RFP/Competitive Contract are a part of this contract and shall be adhered to accordingly.

AGREEMENT CHAPTER 193 EVALUATION & DETERMINATION

This Agreement is made the _____ day of _____ 2026 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and _____, (the "Service Provider"), whose address is _____.

WITNESSETH:

WHEREAS, the Board desires to contract with the Service Provider, to provide **CHAPTER 193 EVALUATION & DETERMINATION** described in detail below; and

WHEREAS, the Board advertised for proposals for **CHAPTER 193 EVALUATION & DETERMINATION** ; and

WHEREAS, the Service Provider submitted qualifications for the Services and possesses the necessary skills and qualifications to contract with the Board to provide said Services; and

WHEREAS, on _____ 2026, the Board passed a resolution awarding such services to the Service Provider; and

WHEREAS, it is the intention of both the Board and the Service Provider to enter into an Agreement whereby the Service Provider will provide the Services to the Board in accordance with applicable Federal and State law as well as the terms and conditions outlined in this Agreement; and

NOW, THEREFORE, the Service Provider and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

1. Scope and Nature of Services

Service Provider agrees to provide the Services to the Board. The Services shall be provided as set forth in the Technical Specifications of the RFP and the Board's Resolution dated _____ attached hereto.

2. Term

The Term of this Agreement shall be July 1, 2026 through June 30, 2029 (a period of three (3) years) with the possibility of renewal for two (2) one (1) year renewals or one (1) two (2) year renewal. Notwithstanding same, the Board engages the Services of Service Provider, and Service Provider agrees to provide all services as noted above, for the period during which schools are in session, generally commencing about September 1 through June 30.

3. Compensation- Payments shall be made in accordance with N.J.S.A. 18A:18A-10.1

Service Provider is only entitled to compensation hereunder for specific Services performed. Service Provider shall not be entitled to compensation if Service Provider is scheduled to provide a Service and the Service is not provided as a result of an action or inaction of Service Provider, its agents, servants and/or employees. The Board shall use its best efforts to avoid cancellations of Services.

Service Provider shall only be entitled to be paid for Services actually rendered consistent with this Agreement, all Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

While the parties acknowledge and agree that Service Provider shall use its best efforts to provide the Services required herein as scheduled, in the event Service Provider is unable to adhere to the schedule of Services to be provided, Service Provider shall provide immediate notice to the Business Administrator/Board Secretary. Neither Service Provider nor the Board shall be subject to any default hereunder, fee, fine, or penalty or prejudice in the event that it is required to cancel the requested or scheduled Services.

Service Provider shall submit duly verified invoices for Services provided to the Board on a monthly basis (each a "Monthly Invoice"). The Board shall remit the payment on the Monthly Invoice to Service Provider as part of the Board's next regular bill list following the satisfactory completion of the Services actually provided, upon the submission and approval of said Monthly Invoices pursuant to N.J.S.A. 18A:19-1 et seq. and proper execution by Service Provider of vouchers and other documents which may be required for the proper fiscal management of the District. Pursuant to N.J.S.A. 18A:18A-10.1 "A board of education, as defined in N.J.S.18A:18A-2, shall pay interest on the amount due a business concern pursuant to a properly executed invoice, when required, if the required payment is not made on or before the required payment date." Please revise to comply with the law.

The Board shall release payment to the Service Provider in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, has been provided to the District's Business Office by the 30th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services

rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.

In the event the Board reasonably requests additional information in order to confirm an amount claimed on the Monthly Invoice, Service Provider agrees to provide same within five (5) business days of the request, or as soon thereafter as is possible. The Board/Administration will provide Service Provider with written correspondence explaining its reason for disputing a particular payment amount.

In the event the Board fails to make the required payments within the time period for payments provided herein, Service Provider shall have the right, in addition to any other remedies, to withhold the provision of further services and/or to terminate this Agreement upon thirty (30) days written notice to the Board. Notwithstanding any other notice, default and termination provisions herein, the Parties may agree, in writing by separate instrument, to modify this section to continue the provision of Services while outstanding payment issues are resolved.

Notwithstanding the foregoing, no monthly payment will be made unless Service Provider has on file with the Board a list of all employees including each employee's certification/license status and position/location served.

4. Termination

The Agreement herein can be terminated by either party, and without regard to default, upon thirty (30) days prior written notice by the terminating party to the non-terminating party. The right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the parties pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance. If the Agreement is terminated by the Board, the Board shall pay to Service Provider all amounts of approved Monthly invoices for Services provided up to and including the effective date of termination, provided Service Provider submits all required documentation that the Services were performed as appropriate and as required.

5. Availability of Funds

The parties recognize that payments by the Board to Service Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of State Security funds. The Service Provider is aware that the District's receipt of State funds is expressly conditioned upon allocation, review and approval by the NJDOE. If the Board, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a breach of the Agreement by the Board and the parties shall immediately begin negotiations

to modify this contract taking into account the availability of funds. Notwithstanding anything contained herein to the contrary, the Board shall pay Service Provider for all services rendered through the date the Board notifies Service Provider of appropriation issues.

It is the sole responsibility of the Service Provider to keep track of each school's allocation of funds, which are provided on a monthly basis, for the Services set forth herein, and not exceed the allocation prior to the end of the school year. The Service Provider will not be paid should it deliver services in excess of a school's annual allocation.

6. Licensure

Service Provider shall provide the Board, upon the initial provision of Services and from time to time upon reasonable request, with copies of documentation confirming that Service Provider and anyone providing the Services on behalf of Service Provider has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State and/or any other authority having jurisdiction over the Services.

7. Criminal History Background Check.

Service Provider shall ensure that a Criminal History Background Check conducted by the NJDOE has been completed for anyone providing the Services hereunder as required by N.J.S.A. 18A:6-7.1 et seq. Service Provider shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Service Provider fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein.

8. Laws

The failure to comply with any and all Local, County, State or Federal Law, rule, ordinance, regulation, code or Board policy shall be grounds for immediate termination of this Agreement at the Board's discretion. In addition, all Services provided under this Agreement must supplement student instructional services and programs. Should any Services provided under this Agreement be deemed by any State or Federal Service Provider or authority to be non-compliant with State or Federal laws and/or regulations. Service Provider agrees to refund to the Board any amounts paid to Service Provider for such non-compliant Services. In the event that the Board decides to appeal any findings of non-compliance, no reimbursement shall be owed until the Board exhausts its right to appeal such findings, in its sole discretion, up to and including a first level appeal or beyond. Notwithstanding same, prior to any appeal being filed or any reimbursement becoming due under this Section, the parties agree to meet to discuss the feasibility of, and process for, filing of an appeal, at which time

Service Provider shall provide any and all information in support of such appeal in its possession.

9. Confidentiality

In providing Services to the Board, Service Provider acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Service Provider agrees that it

will not publish, disclose or use student records except as otherwise provided by law to anyone other than its employees or agents who must have access to such Confidential Information to perform its obligations hereunder, which employees or agents are subject to strict confidentiality obligations in strict accordance with N.J.A.C. 6A:32-7.1 et seq., and the Federal Family Education Rights and Privacy Act.

The Board agrees that in the event it acquires Service Provider information that is confidential or proprietary in nature, it will not publish or use same without prior written consent of the Service Provider or as otherwise provided by law to anyone other than its employees or agents who must have access to such information to perform its obligations hereunder.

10. Independent Service Provider/Assignment

The parties agree that Service Provider and anyone providing the Services on behalf of Service Provider is an independent Service Provider and nothing in the Agreement shall be construed to establish an employer/employee, Service Provider, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, Service Provider and anyone providing the Services on behalf of Service Provider shall at all times remain in an independent Service Provider relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of, wages, benefits or taxes or pension contributions of Service Provider or any employees of Service Provider. Service Provider represents that they/them is not an employee according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits and shall indemnify and hold the Board harmless for any pension or other contributions.

The rights, duties and responsibilities of the Parties under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated, without the prior written consent of the other party; except that Service Provider may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Service Provider.

11. Limitation on Liability/Indemnification

Service Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its members, agents, officials, representatives and

employees (each, a "Board Representative") from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission of Service Provider, its employees, agents and/or servants or anyone for whose acts they may be liable arising out of this Agreement; (b) any breach of this Agreement by Service Provider or anyone performing the Services on behalf of Service Provider; (c) Service Provider's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Service Provider's Services, in each case, due solely, or in material part, to Service Provider's conduct and not the Board's or District design or implementation of the program or actions of the Board or any Board Representative; or (d) any adverse audit findings that impact the amount the Board receives for state and/or federal aid if the reduction in state or federal aid is due solely, or in material part, to Service Provider's conduct (and that of its employees, agents, and/or servants) and not to the Board's design or implementation of the program.

In carrying out the provisions of this Agreement or in exercising any power or authority granted to them by their position, there shall be no liability upon any Board Representative, either personally or as officials of the Board, but only to the extent such Board Representative is acting in the course of the duties of such Board Representative.

12. Insurance Requirements

- A. Service Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
 - i. Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than Four Million Dollars (\$4,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and
 - ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and
 - iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Service Provider shall maintain for no less than six (6) years following completion of Services.

- B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Service Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Service Provider shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.
- C. The coverage set forth above shall name the Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.

13. Default

In the event either party fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, that party shall be deemed to be in default of this Agreement and the non-defaulting party shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The parties may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14. Notices.

For the Board:

Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701
Attention: Business Administrator/ Board Secretary

For Service Provider:

15. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Service Provider arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. Service Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the 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. This waiver is knowingly, intentionally and voluntarily made by Service Provider. 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 and the dispute directly or indirectly relates to the Agreement, then Service Provider agrees that Service Provider can be joined as a party to such arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and

Service Provider, or among the Board, Service Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

16. Non-Collusion

Service Provider has not, directly or indirectly, entered into any agreement or participated in any collusion in connection with the Agreement in violation of federal or State law, and

warrants that no person 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 Service Provider.

17. Business Registration

Service Provider shall remit a copy of its Business Registration Certificate to the Board concurrent prior to the award of the contract.

18. Pay-to-Play

The Service Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board prior to the execution of this Agreement within the time required by law.

19. Records Maintenance and Retention

The Service Provider and anyone providing the Services on behalf of the Service Provider shall retain any and all records in accordance with the applicable School Board Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board at the termination of the Agreement. Upon turnover of the records, Service Provider's responsibility to maintain the records shall cease to the extent permitted by the State records retention requirements.

20. Audit and Inspection

The Service Provider shall maintain all records pertaining to the Services under this Agreement in accordance with the then applicable New Jersey State Records Retention

Schedule and agrees that the Board and federal and state authorities and their respective auditors shall have the right to examine all books, records and documents pertaining to the Services and charges provided under this Agreement (collectively, the "Materials") upon the Board's reasonable request from time to time. Service Provider agrees to supply the District one copy of the Materials requested by the Board to support and verify Service Provider's claims for payment, as set forth in Paragraph 3, at no cost to the Board. The cost of reproducing additional copies of the Materials already submitted to the Board shall be borne by the Board, upon submission of an invoice by Service Provider to the Board. The Board shall designate a person to whom Service Provider shall submit all documents.

21. Sales and Use Tax

The Service Provider shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, C. 30 (C.54:32:B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting Service Provider. This tax shall be remitted for the term of the Agreement.

22. Law Against Discrimination (LAD)

The Parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them. Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, Service Provider agrees as follows:

- 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 Service Provider, nor any person acting on behalf of such Service Provider or sub-Service Provider, 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 Service Provider, sub-Service Provider, 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 Service Provider by the contracting public Service Provider, under this Agreement, 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 Agreement; and
- d. This Agreement may be canceled or terminated by the contracting public Service Provider 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 Service Provider from the contracting public Service Provider of any prior violation of this section of the Agreement.

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.)

All complaints of violation of the above shall be made to the Attorney General or their representative within the Department of Law and Public Safety authorized by him to act in the matter, within one hundred eighty (180) days after the date the alleged violation occurred.

23. Equal Employment Opportunity

During the performance of this Agreement, the Service Provider agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit A and incorporated as if set forth herein.

24. Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed. In the event Service Provider is unable to perform as a result of a Force Majeure, it shall endeavor to provide "make up" days at the affected school locations at no additional cost to the Board. If the Force Majeure event continues beyond five (5) days, the Board may cancel this Agreement immediately upon written notice to Service Provider so long as the event is continuing as of the date of cancellation.

25. Entire Agreement

This Agreement, along with the Exhibits and Schedules hereto and the terms of the proposal requirements and Service Provider's response, incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Service Provider's retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification.

26. Legal Counsel

Service Provider acknowledges that it has been informed of its right to be represented by legal counsel regarding the negotiation, development, and approval of this Agreement and that the Board's legal counsel does not represent the Service Provider in the matter.

27. Amendment

Service Provider agrees to negotiate amendments to this Agreement as required by the Board in order to comply with any applicable law.

28. New Jersey Law

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey. Service Provider additionally agrees to observe and comply with any and all rules, regulations, official guidance documents or policies promulgated thereunder by the New Jersey or United States Departments of Education.

29. Subcontracting and Assignment

- a. The Service Provider shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the School Business Administrator.
- b. In the event that such approval is given by the School Business Administrator, all subcontracts entered into by the Provider shall include a provision whereby the Sub-Service Provider acknowledges its obligation to make all pertinent records available to the School District, NJDOE, the Department of Children and Families and any state or federal Service Provider whose funds are expended in the course of this Agreement, and who would otherwise have a right to review such records, as necessary, and that the Sub-Service Provider agrees to aRFPe by the terms of this Agreement to the extent practicable

30. Compliance with School Ethics Act

Service Provider represents that, to the best of its knowledge, information and belief, none of its employees is engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et. seq. and N.J.A.C. 6A:28-1.1, et seq.

31. Incorporation of Proposal Specifications

The contract requirements and Service Provider's response thereto, as more fully set forth in the response and the Proposal Specifications and General and Technical Conditions, and related attachments, as advertised for the Services herein, shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement.

32. Performance Bond –NOT APPLICABLE

33. Board Approval

This Agreement is subject to the approval of the Lakewood Board of Education. Upon such approval, the Board President is authorized to sign the Agreement on behalf of the Board.

IN WITNESS THEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers, the day and year first written above.

For the Service Provider/Provider:

For the Board:

President/Officer/Official

Board President

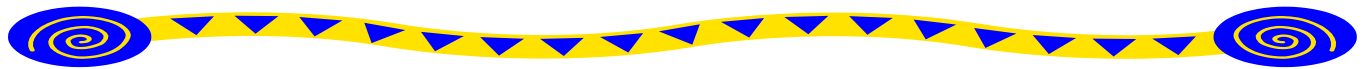
Date

Secretary/Witness

School Board Secretary

Date

LAKESWOOD BOARD OF EDUCATION



Competitive Contracting Request for Proposal

TECHNICAL SPECIFICATIONS



Mr. Kevin Campbell
School Business Administrator/Board Secretary

PURPOSE OF PROPOSAL

The Lakewood Board of Education (“**Board**”) is seeking proposals from qualified agencies (“**Service Provider**”) to provide **Chapter 193 Evaluation and Determination of Eligibility** services during the **2026-2027** school year to eligible school-aged students enrolled within nonpublic schools in Lakewood.

INTRODUCTION AND BACKGROUND OF THE DISTRICT

New Jersey's Chapter 193 programs are provided to eligible students enrolled full-time in nonpublic elementary and secondary schools in New Jersey.

Chapter 193 programs provide nonpublic school students with remedial services such as evaluation and determination of eligibility for special education.

During the 2025-2026 school year, approximately 2,411 pupils were funded to receive an initial evaluation or a reevaluation, and approximately 3,099 pupils were funded to receive an annual review.

The current year's final counts are not available at the time of this proposal request.

All Chapter 193 Eligibility and Service Requirement Guidance can be found here beginning on page 34.:

https://www.nj.gov/education/nonpublic/state/auxillary/docs/192193_manual.pdf

GENERAL ELIGIBILITY REQUIREMENTS

Chapter 193 services are available only to students who meet all of the following criteria:

1. Are enrolled full-time in grades K-12 in a nonpublic elementary or secondary school located in New Jersey.
2. Have parents or a guardian who live in New Jersey;
 - a. Non-resident students who attend a nonpublic school located in New Jersey are eligible to receive Chapter 193 evaluation and classification services only, pursuant to N.J.S.A. 18A:46-19.8(b).
3. Are between the ages of five (5) and twenty-one (21) for Chapter 193 services.
 - a. Kindergarten students must meet the age requirements of the District in order to be eligible to receive services. A student must be five (5) years old by October 15th of the current school year to be eligible.
4. Meet the criteria for eligibility as determined by N.J.A.C. 6A:14, for the specific service.
5. Have a parent or guardian consent by their signature and date on the Application for Chapter 193 Evaluation and Determination Services (407-1 form).

SCOPE OF SERVICES (Technical Specs 55 points)

STUDENT APPLICATION FOR SERVICES

During the school year, the parent or guardian of a nonpublic school student may request Chapter 193 services by completing an application (407-1 form). Submission of the 407-1 form does not

make the student eligible for Chapter 193 services. The District must verify eligibility according to the specific eligibility requirements for each allowable service, and then complete the disposition section of the 407-1 form stating whether the services will be provided.

The Service Provider shall be responsible for obtaining all 407-1 forms from the nonpublic school(s) and/or parent(s). All 407-1 forms shall be complete, accurate, and contain an original signature and date from the parent(s). A photocopy of the student's birth certificate and a current proof of residence must also be submitted with the 407-1 form. In addition, as a mandatory part of the initial special education

evaluation process ensuring a comprehensive assessment of a child's needs under IDEA, a hearing and vision screening must also be included in the application for Chapter 193 services. Incomplete or inaccurate 407-1 forms/documents will be returned to the Service Provider and a **new 407-1 form** will have to be submitted with the correct documentation.

The Service Provider shall forward the original 407-1 forms to the District as soon as possible after receipt from the nonpublic school(s) or parent(s) to get District verification of eligibility and the District's signature on the disposition section of the 407-1 form. The District will notify the Service Provider as soon as possible of those students eligible to receive services. If, for any reason, a 407-1 needs to be updated a **new 407-1 form** must be submitted: **emails or letters are not acceptable.**

The Service Provider must make copies of all 407-1 forms submitted to the District and make them available for any future state aid audits. The District must keep the original 407-1 forms for record-keeping purposes.

REFERRAL, EVALUATION AND DETERMINATION OF ELIGIBILITY

The Service Provider shall provide services in accordance with all rules and procedures for identification, referral, evaluation, determination of eligibility, and reevaluation, included in the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students, N.J.S.A 18A, the federal Individuals with Disabilities Education Act of 2004 (IDEA) and New Jersey Administrative Code for special education, N.J.A.C. 6A:14.

The Service Provider shall ensure when a student is referred for an initial evaluation to determine eligibility for special education programs and services, the full Child Study Team (CST), parent and regular education teacher who knows the student's educational performance will meet within twenty (20) calendar days, excluding Nonpublic school holidays, of the receipt of the 407-1 form to determine whether an evaluation is needed.

The Service Provider shall ensure that when a student is referred for an initial evaluation when the suspected disability is a disorder of articulation, voice, or fluency pursuant to N.J.A.C. 6A:14-3.6(b), a speech evaluation performed by a Certified Speech and Language Specialist must be completed using the most current dated standardized articulation test, such as the Golden Fristoe Test of Articulation 3 assessment.

The Service Provider shall follow district-mandated timelines and procedures to ensure all 193 E&D services are in compliance.

1. The Service Provider shall ensure parents receive a written notice of the meeting and a copy of "Parental Rights in Special Education," which relates to the nonpublic services that are included under IDEA: identification, evaluation, determination of eligibility, and reevaluation. The notice of the meeting must be sent 10 (ten) calendar days prior to meeting.
2. The Service Provider shall schedule meetings at a mutually agreed-upon time and place. If a mutually agreeable time and place cannot be determined, the parent(s) shall be provided the opportunity to participate in the meeting through alternative means, such as videoconferencing and conference calls.
3. The Service Provider shall provide, if an evaluation is warranted, written notice to the parent(s) of the determination that an evaluation is warranted, the nature and scope of the evaluations, the names of the assessments to be performed, identify what additional data, if any, are needed and obtain written consent from the parent to evaluate, within fifteen (15) calendar days of the meeting.

A. INITIAL EVALUATION

1. The Service Provider shall ensure, after consent for initial evaluation has been received, that the evaluation, determination of eligibility for services, and, if eligible, the development and implementation of the service plan will be completed within ninety (90) calendar days, in accordance with N.J.A.C 6A:14-3.4(e).
2. The Service Provider shall ensure initial evaluations provided to students under Chapter 193 consist of a multi-disciplinary assessment in all areas of suspected disability, in accordance with N.J.A.C. 6A:14-3.4.
3. Service Provider shall perform initial evaluations, which include:
 - o Classroom observation and teacher interview
 - o At least two (2) assessments conducted by at least two (2) members of the CST in those areas in which they have appropriate training or are qualified through their professional licensure or educational certification, and other specialists in the area of disability, as required or as determined necessary.
 - o The two (2) assessments should be derived from the areas of suspected disability.
 - o Social Assessments and outside assessments are not included in the required minimum two (2) assessments.
 - o If a student is receiving a Speech Evaluation, and the Speech Specialist notices an **articulation** issue, the Service Provider may determine the classification to be ESLS, but only after the following is obtained:
 - o Classroom observation and teacher interview

- Articulation Assessment using the most updated standardized articulation test such as the Goldman Fristoe Test of Articulation 3
- 4. The Service Provider shall ensure students are determined eligible in accordance with N.J.A.C. 6A:14-3.5, as follows:
- 5. When an initial evaluation is completed for a student, a meeting according to N.J.A.C. 6A:14-2.3(k)1 shall be convened to determine whether the student is eligible for special education, related services and/or speech. A copy of the evaluation report(s) and documentation and information that will be used for a determination of eligibility shall be given to the parent not less than ten (10) calendar days prior to the meeting.
- 6. The Service Provider shall develop a service plan for each student found eligible in accordance with N.J.A.C. 6A:14-6.1(f)1 and N.J.A.C. 6A:14-6.2(g)1i. All service plans shall include the components described in N.J.A.C. 6A:14-3.7(e)1 through 6, (e)8 and (e)14 through 16, and should never have white-out or handwritten notes over cross-outs. Should the parent(s) refuse any services the student was found eligible for, Service Provider must identify those services being refused within the student's service plan. Should the parents refuse all services the student was found eligible for, and as a result, a service plan is not created, Service Provider must identify those services being refused and attach them with a statement of the parents' refusal of all services to the student's assessment. A parent can decide after 1 year from the refusal date that they want their child reevaluated.
- 7. The Service Provider shall identify a Supervisor of Compliance to review service plans and ensure compliance with code and District requirements. If the Service Provider anticipates completing 2000 or more cases during the year, the supervisor will be full time whose sole responsibility will be to review service plans and ensure compliance with code and District requirements.
- 8. The Service Provider shall provide present levels of academic achievement and functional performance that include information obtained from the student's teacher, with dates and names of sources of information.
- 9. The Service Provider shall develop Goals in collaboration with the student's teacher(s)
- 10. The Service Provider shall provide an Eligibility statement in the ISP, based on the evaluations, including the classification and supporting rationale.
- 11. The Service Provider shall follow the following guidelines as it relates to evaluation:
 - The evaluation planning meeting paperwork must include the specific concerns that inform which evaluations will be conducted.
 - Written parental consent must be obtained before evaluating a student.

12. The Service Provider shall follow the following guidelines as it relates to providing reports to the parent 10 days prior to an eligibility meeting:
 - A parent must have a report 10 days prior to an eligibility meeting, The Service Provider shall case note when the parent was contacted and provided with an opportunity to push off the eligibility meeting, so that the parent can have a 10-day period to review the reports.
13. The Service Provider shall follow the following guidelines as it relates to classification:
 - A student cannot be classified as Communication Impaired without a **current** language evaluation.
 - A student cannot be classified for ESLS services without a current articulation evaluation using the most updated standardized articulation test such as the **Goldman Fristoe Test of Articulation 3**.
 - An SLD classification must specify the area of learning disability.

B. ANNUAL REVIEW

1. The Service Provider shall conduct, in accordance with N.J.A.C. 6A:14-3.7(i), annually, or more often by parent request and District approval, a review of service plans in an annual evaluation meeting that includes the following individuals in person:
 - the parent(s);
 - not less than one (1) CST member who can interpret the instructional implications of the evaluation results;
 - the student's general education teacher who is knowledgeable about the student's educational performance;
 - not less than one (1) special education teacher or service provider, including a speech therapist;
 - the case manager;
 - other appropriate individuals at the discretion of the parent, District or Service Provider;
 - The student when appropriate.
2. The Service Provider may **not** conduct an annual review within six (6) months of a reevaluation unless the parent requests it in writing, submits a 407-1 form, and the District determines conditions warrant it. In such cases, the student must have been **actively** receiving services for a minimum of 6 months in accordance with their ISP. The 407-1 form shall be accompanied by a parent-written letter with a parent's signature, documenting the concerns which warrant the annual review (i.e., the student's academic performance, behavior, etc.). *Letters written by the Service Provider for the parent to sign will not be accepted.*

3. The Service Provider shall provide present levels that include information obtained from the student's teacher with dates and names of sources of information.
4. The Service Provider shall develop Goals in collaboration with the student's teacher(s) and evaluation reports.
5. The Service Provider shall provide an Eligibility statement in the ISP, including the classification and supporting rationale.
6. The Service Provider shall provide continued Articulation services when indicated by the student's current articulation provider on vendor letterhead
7. When parents decline a related service, goals should not be included in the ISP.
8. When The Service Provider does its due diligence, as noted above, in attempting to collect a 407-1, but the parent does not respond, thus rendering the ISP out of compliance,
 - o The Service Provider shall case note in Real-time their attempts to collect the 407-1. Must have at least 3 attempts 60 days prior to expiration.

C. REEVALUATIONS

1. The Service Provider shall conduct reevaluations in accordance with N.J.A.C. 6A:14-3.8, as follows:
 - o Must complete a multidisciplinary reevaluation (must be two (2) or more different tests derived from the area of classification to qualify for funding) to determine whether the student continues to be a student with a disability. The contractor is paid at the same rate as for an Initial Evaluation.
 - o Must be conducted within three (3) years of the previous classification date.
 - o May be conducted sooner than three (3) years if conditions warrant or if the student's parent or teacher requests in writing the reevaluation based on concerns over the student's educational performance. In both cases, the student should be **actively** receiving services for a minimum of 6 months. In such cases, the 407-1 form shall be accompanied by a parent-written and signed letter from the parent(s) or teacher documenting the concerns which warrant the reevaluation (i.e., the student's academic performance, behavior, etc.) *Letters written by the Service Provider for the parent to sign will not be accepted.*
 - o A reevaluation shall not be conducted prior to the expiration of one (1) year from the date the parent is provided written notice of the determination with respect to eligibility in the most recent evaluation or reevaluation, unless the parent and District both agree that a reevaluation prior to the expiration of one (1) year as set forth above is warranted. In such cases, the 407-1 form shall be accompanied by a

parent-written and signed letter from the parent(s) documenting the concerns which warrant the reevaluation (i.e., the student's academic performance, behavior, etc.). *Letters written by the Service Provider for the parent to sign will not be accepted.*

- If a parent provides written consent and the District agrees that a reevaluation is unnecessary, the reevaluation may be waived. If a reevaluation is waived, the date of the parent's written consent will constitute the date upon which the next three (3) year period for conducting a reevaluation will begin.
 - As part of any reevaluation, the evaluation team must determine the nature and scope of the reevaluation according to a review of the existing evaluation data on the student and then identify what additional data, if any, are needed.
 - If a parent or evaluation team rejects additional testing as part of the reevaluation, that determination may not be overridden by a request for an early evaluation.
 - If an evaluation team rejects additional testing as part of the reevaluation, then Chapter 193 funds cannot be used. Chapter 193 funds are only to be used if the service delineated in statute is included (see N.J.S.A. 18A:46-19 et seq.). ***There is no State funding source for a child study team meeting alone.***
 - Unless the parent and the District agree to waive a reevaluation, all requirements for performing a reevaluation shall, as applicable, be completed within sixty (60) days of the date the parent provides consent for the assessments to be conducted as part of the reevaluation or by the expiration of the three-year timeframe from completion of the prior evaluation or reevaluation, whichever occurs sooner.
 - An evaluation that is funded under Chapter 193 must include at least two assessments. The parameters around the assessments are defined in N.J.A.C. 6A:14-3.4(f). ***Chapter 193 funds cannot be used for a child study team alone.***
2. The Service Provider shall provide Present levels that include information obtained from the student's teacher with dates and names of sources of information.
 3. The Service Provider shall develop Goals in collaboration with the student's teacher(s) and based on reevaluation results.
 4. The Service Provider shall provide an Eligibility statement in the ISP including the classification, supporting rationale, and evaluation results.
 5. The Service Provider shall follow the following guidelines as it relates to evaluation:
 - The evaluation planning meeting paperwork must include the specific concerns that inform which evaluations will be conducted.
 - Written parental consent must be obtained before evaluating a student.
 6. The Service Provider shall follow the following guidelines as it relates to classification:
 - Assessments must be consistent with disability-related areas.
 - Social Assessments can only be done in *addition* to the assessment of the disability-related area, or when there is a change in a family situation.
 - A student cannot be classified as Communication Impaired without a **current** language evaluation.

- An SLD classification must specify the area of learning disability.
 - A classification of ESLS must have one (1) articulation evaluation done using the most updated standardized articulation tests, such as the Goldman Fristoe Test of Articulation 3.
7. The Service Provider shall follow the established guidelines below as it relates to providing reports to the parent 10 days prior to an eligibility meeting:
 - When a parent will not have a report 10 days prior to an eligibility meeting, the Service Provider shall case note when the parent was contacted and provided with an opportunity to push off the eligibility meeting, so that the parent can have a 10-day period to review the reports.
 8. When The Service Provider does their due diligence as noted above, in attempting to collect a 407-1, but the parent does not respond, thus rendering the ISP out of compliance:
 - The Service Provider shall case note in Realtime Student Information System (access provided by the Board of Education) or other SID systems as determined by the district, their attempts to collect the 407-1. Must have at least 3 attempts 60 days prior to expiration.

D. SERVICES AT NO CHARGE

1. The Service Provider will provide the following services at a no cost/charge to the district: “conversion of any *Preschool* IEPs to Service Plans upon request by the district within thirty (30) school days; conduct any required re-evaluation or annuals of *Preschool* students in accordance with Code requirements; complete exit Service Plans when students are about to enter kindergarten within thirty (30) school days of request by the district or by June 30th whichever is sooner.
The Service Provider shall not utilize chapter 193 funds for this purpose.
2. All annuals and reevaluations conducted by OT and PT at NPSSP shall be reimbursed by the Service Provider up to one hour at the hourly rate for annuals and up to three hours at the hourly rate for reevaluations.
3. For all exiting preschoolers at NPSSP, the Service Provider shall conduct an exit-reevaluation no later than July 15. Annual reviews cannot replace exit reevaluations. Nor can it be pushed off till the following year.

E. OVERALL REQUIREMENTS

1. The Service Provider shall provide the District, prior to meeting, with written parental consent to excuse any required member of the CST, whose area of the curriculum or related services is or is not being modified or discussed, from participation in a meeting, in whole or in part, provided the parent and Service Provider agree that the team member need not attend the meeting.

2. Within 10 days of district approval, the Service Provider shall utilize **REALTIME** educational software or other **SID systems**, as determined by the district, to maintain accurate, and complete records

for all students serviced, including, but not limited to, generating case-notes for any and all communications with parent(s), maintaining correct meeting times and reasons for changes or delays with meetings, within a week of occurrence.

3. The Service Provider must notify vendors when students have Supplemental Instruction listed in the ISP as vendors will be required to obtain parental consent to decline services when SI funding is available but is not provided. ESLS students do not receive SI; therefore, it shall not appear on the ISP.
4. The Service Provider is not responsible for preparing progress reports three (3) times per year, but rather, this responsibility shall be borne by contracted 192/193 special education vendors. However, if progress reports are not available, the Service Provider must gather the information needed to update the goals.
5. The Service Provider shall follow the following guidelines as it relates to services on the ISP:
 - Services can only be included in the ISP based on **current** evaluations, i.e. for a Communication Impaired student to continue to be eligible for speech services, a speech evaluation must have been conducted within the past 3 years. For Specific Learning Disability classifications, current evaluations of disability-related areas are required, but not for Other Health Impaired. Updated documentation for Other Health Impaired shall be provided at least every three (3) years. For ESLS, a current evaluation using one (1) of the most updated standardized articulation tests such as the Goldman Fristoe Test of Articulation 3, is required.
 - Supplemental Instruction must specify the subject area of Math or Language Arts as determined by the results of the evaluation.
 - When a parent declines services, it has to be for all services. The ISP should be deactivated/closed; the student should not be de-classified.
 - At an annual review meeting, when parents decline a related service, goals should not be included in the ISP.
6. The Service Provider shall conduct meetings as follows:
 - A PRISE (Parental Rights in Special Education) book should be emailed or mailed to parents prior to the meeting along with the meeting invite.

- A parent, a general education teacher, and a special education teacher must be present. A speech-language specialist must also be present if the suspected disability is speech, if the child being evaluated is preschool ages 3-5, and/or if the child is actively receiving speech services.
 - All participants should provide detailed feedback that is documented by the case manager. A clause such as “Mrs. X provided input about David’s academic performance” *will not be acceptable*.
 - Excusals must be obtained **prior** to the meeting and cannot be obtained retroactively.
 - The Service Provider shall provide a notice requirement page that will include a narrative with current placement, program, and related services, which must be completed prior to obtaining parental consent at the meeting. If the parents are in person, they must sign and date the notice requirement page themselves. *Pre-written dates are not allowable*. If a parent is meeting via phone call, a case note is needed to explain why. If not in person, a copy of the email sent to the parent or a copy of the certified mail receipt should be included. In addition, all appropriate documentation shall exist as the attempts to have parents attend the meeting(s) and should they not attend appropriate documentations that notice was provided as to any and all determinations effectuated.
 - The 15 review day period can only begin once parents are in receipt of a written Service Plan/ISP to review.
7. The Service Provider shall follow the following guidelines as it relates to a delay in an eligibility meeting:
- In the event that a parent specifically requests a date for an eligibility meeting that will cause noncompliance (either by the meeting occurring past the expiration of the last ISP and/or, past the 60/90 days to complete the event) and the meeting is therefore postponed, the case note in Realtime or other SID used, should indicate that the meeting date was postponed with an upload of the written documentation of the parent’s request.
8. Service Provider shall be responsible for ensuring all service plans they are providing case management to remain in compliance. Should the Service Provider fail to complete a reevaluation or annual review in a timely manner, causing a service plan to fall out of compliance, the Service Provider shall perform said reevaluation or annual review at **no cost** to the District. If the failure to complete is the result

of an action outside the Service Provider's control, the Service Provider should provide a written rationale why it was not in compliance. The District will review the rationale and make a determination regarding payment on a case by case basis.

9. The Service Provider must be willing to submit to an operational audit by an independent firm at the District's request at no cost to the Service Provider. An operational audit is an audit of any and all matters other than fiscal in an effort to further and/or obtain compliance and/or address the individual needs of the children served. The Service Provider must state in its proposal its willingness to do so by checking the box and signing the agreement in the required documents section of the proposal.
10. The Service Provider may not provide services under Chapter 192/193 Instructional Services if they are approved by the Lakewood Board of Education to provide Evaluations and Determination under Chapter 193.
11. It is the intention of the Lakewood Board of Education to award up to four (4) contracts for the providing of services. A minimum score of 75 points shall be necessary for consideration. Respondent(s) will be chosen based on the response(s) that are most advantageous to the district and who will provide the highest quality of service.

Service Provider shall evaluate students only for those services offered by the District, including, but not limited to:

- 1. Chapter 193 Supplementary Instruction;**
- 2. Chapter 193 Speech-Language; and**
- 3. Any other IDEA services provided by the District for students 5 to 21 years of age.**

QUALIFICATIONS OF RESPONDENTS (Management Specs 45 points)

1. The Service Provider shall provide proof with their proposal that:
 - they are approved by the New Jersey Department of Education, Offices of Special Education, to provide "CST Initial & Reevaluation" services;
 - they have conducted the criminal history check of each professional according to N.J.S.A. 18A:6-7.1;
 - they have experience providing similar programs, preferably in the State of New Jersey, for at least three (3) years
 -
2. The Service Provider shall provide, with their proposal, the names, resumes and credentials of no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform services under this proposal. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all name(s) provided.

3. The Service Provider must be able to provide enough case managers so that no case manager exceeds an open caseload of one hundred fifty (150) students. The contractor must state in its proposal its willingness to do so.
4. The Service Provider understands that the services provided under this proposal may not be provided by any employee or subcontractor of an outside contractor if said contractor, subcontractor or employee will be providing such services to the nonpublic student. **The evaluation company shall not use any outside contractor to evaluate a student who is also employed by the instructional service provider of that school.**
5. If the Service Provider employs or consults with any employee or consultant of an instructional service provider, the Service Provider must ensure there is ***no conflict of interest***.
6. If the Service Provider is awarded a contract, a complete list of all employees and consultants, with certifications and criminal background clearance, working within the District must be provided to the Board prior to the commencement of work.
7. Failure to provide any of the required information will result in the proposal being considered non-responsive and the Service Provider will be removed from consideration of award.

F. CONTRACT PERIOD

The term of the contract will be from **July 1, 2026 through June 30, 2029 (3 years)** with an option for two 1-year renewals or one additional 2-year renewal as permitted by State Law at the discretion of the Board of Education

G. COORDINATION OF ACTIVITIES

Jane Gulics, Coordinator of Nonpublic Grants

Phone: 732-364-2400 x7126

Email: jgulics@lakewoodpiners.org

H. Compensation

1. The Board shall pay the Contractor for the actual Services provided at the per pupil payment rates established for the **2026-2027** school year by the State of New Jersey Department of Education for each case, less an amount equal to **one percent (1.0%)** representing an administrative fee which shall be retained by the District. Contractor shall only be entitled to be paid for Services actually rendered consistent with the Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services. The same practice will apply for the 2027-2028 school year.

2025-2026 Per Pupil Rates for Chapter 193 Evaluations

i. Initial Assessments	\$1,326.17 (less 1.0% Administrative Fee = \$1,312.91)
ii. Re-evaluations	\$1,326.17 (less 1.0% Administrative Fee = \$1,312.91)
iii. Annual Reviews/No Assessment Re-evaluations	\$380.00 (less 1.0% Administrative Fee = \$376.20)

2026-2027 Per Pupil Rates for Chapter 193 Evaluations will not be available until August per NJDOE. Contract will be updated at that time.

The Board agrees to pay the Service Provider the FY 2026-2027 Nonpublic Per Pupil Rates, *less one percent (1.0%)*, which will be retained by the Board to implement administrative services, pursuant to N.J.S.A. 18A:46A-8. The same practice will apply for the 2027-2028 and 2028-2029 school years.

All services provided by the Service Provider under this proposal shall be completed at a cost not to exceed the amount of State aid funds received by the Board.

1. The Contractor shall only be paid for actual services rendered in accordance with this Agreement. Contractor shall not be entitled to compensation unless the Contractor actually provides the Services, e.g., the Contractor shall not be entitled to compensation if the Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Contractor, its officers, agents, employees and subcontractors. Also the Contractor shall not charge the District for “no shows”.

I. INVOICING

1. Invoices shall be deemed complete and accurate upon submission by the Service Provider. The Service Provider/Service Provider will be notified one (1) time by the district’s 192/193 Office if there are corrections that need to be made on the bills. The Service Provider/Service Provider will have 5 business days to resubmit the bill with the proper corrections. If the Service Provider/Service Provider does not comply then the bill will not be paid in that month’s pay cycle. Submissions shall include:
 - A numbered spreadsheet which:
 - Separate students based on event type, i.e. Annual Reviews are separate from Initials Evaluation and Reevaluation; and
 - Columns to include, **REALTIME** ID, Last Name, First Name, DOB and Event Type
 - An original invoice from the Service Provider
 - A signed Board of Education voucher
 - Electronic version of spreadsheet and invoice
 - Service plans (originals)

- Initial Evaluation - full service plan
 - Annuals and Reevaluations - frequency and summary pages, plus any additional documentation deemed necessary.
2. Invoices are due into the Supervisor of Chapter 192/193 no later than the last day of the month following the prior month of service, i.e. invoice for the month of July is due in by August 31st.
 3. All CST evaluations must be complete by June 30th of the current school year to bill in the current year. If the evaluation is not complete by June 30th, the entire evaluation is billed in the new school year. A new 407-1 form for the following year must be submitted.
 4. ALL evaluations must be **signed with the evaluator's name and dated to receive payment.** Partial evaluations will not be reimbursed.
 5. The Board must receive an original 407-1 form before making payment for any services provided by the Service Provider.

J. FINANCIAL DISCLOSURE OF RESPONDENT

The respondent shall provide a financial disclosure narrative that the firm has sufficient financial resources to meet its obligation. The most recent supporting financial statements including but not limited to income statements, cash flow statements and balance sheet with notes to said statements and balance sheet, and audits of financial statements, if such audits exist, are to be submitted with the proposal. The financial statements should be attested to by an outside auditor. If an attestation by an outside auditor does not exist, then they should be attested to for accuracy by an owner or officer of the company.

The respondent is to list any judgements within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years.

K. CONTRACT EXPENSES

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

Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The District will not reimburse any vendor 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 respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided

by the respondent unless so approved in writing by the District or the District may procure the services requested through a competitive process.

L. PRESENTATION PACKAGE - EVALUATIVE CRITERIA:

Evaluation Process: Methodology of Awarding Contract

A committee has been selected to assist the School Business Administrator in the evaluation of proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. Committee members will be identified in the final report submitted to the board and also in the award of contract resolution.

Presentations and Interviews

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

Award of Contract - Report/Recommendation of School Business Administrator; Multiple Awards may be awarded.

An Evaluation Committee will be assigned to review all proposals. After the proposals have been evaluated, the School Business Administrator shall prepare a report, evaluating and recommending the award of contract. N.J.S.A. 18A-18A-4.5 (d).

It is the intention of the Board to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent/s whose response is the most advantageous to the board.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. Any score below 75 will automatically be disqualified. The criteria to be evaluated are identified below:

The weighting of criteria below reflects the district's determination of the respective significance in relationship to each of the criteria areas. The proposals will be evaluated and scored accordingly.

All RFP 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.

	Category	Value Points
I.	Technical Criteria	55
II.	Management Criteria	45
III.	Cost Criteria	Not Applicable/Rates Established by NJDOE

Technical Criteria

- Respondents should list all services to be rendered and explain in detail how they will provide said services.
- Respondents should also provide evidence (via supporting documentation i.e. previous program evaluations, test scores, student academic achievement analysis) of how services of a similar type were provided to other public and nonpublic schools in New Jersey being sure to redact any personal information
- Respondents, by submitting a proposal, acknowledged they fully understand the scope of service and work connectivity to be performed.
- Respondents are to provide evidence of instructional approaches that they have implemented and the results thereof in providing the services requested.

Management Criteria

a. Business organization

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

- Name, address, phone, fax, website, email address and other information of the Respondent;
- An organizational chart noting the names of all principals and partners;
- Resumes of staff members that will be assigned to provide the requested services; and
- Any other information concerning the company that would assist the school district in the evaluation process.

b. Qualifications; Relevant Experience

Respondents should submit documentation highlighting qualifications and experience they have that will assist the 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 and/or nonpublic school districts for a minimum of at least three years;
- recommendation letters from at least one (1) public school and three (3) nonpublic schools of similar demographics to Lakewood.
- copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- list of any judgments within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
- availability of personnel, facilities, equipment and other resources to provide the services requested, and
- other information concerning the company and/or individuals of the company that would assist the district in the evaluation process

Costs Criteria- Determined by the State of NJ

Evaluation of Proposals -- Evaluation Committee

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. Committee members will be identified in the final report submitted to the Board and also in the award of contract resolution. NJA 5:34-4.3 (d-g) discusses the requirements of the evaluation committee.

In accordance with the Office of State Comptroller's publication Best Practices for Awarding Services Contracts

Section 4 – (*The Need for an Evaluation Committee*), it has been determined that the evaluators:

- “. . . are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted.”
- “. . . have the relevant experience necessary to evaluate the proposal;” and
- “. . . are familiar with the need for the services to be performed in the request for proposals.”

Award of Contract

It is the intention of the Lakewood Board of Education to award multiple contracts. Award(s) will be made to the respondent(s) whose response is the most advantageous to the Lakewood Board of Education, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. Each Nonpublic School will select the vendor of their choice from this pool of awarded Respondents to provide services for the duration of this contract based on the below criteria **A minimum score of 75 shall be necessary for consideration for award of a contract.**

The Board of Education will use a one hundred (100) point system in evaluating all proposals. Any total score below 75 will automatically be disqualified. The Nonpublic Schools will then perform an evaluation based on the same scoring criteria as used by the District.

Pursuant to N.J.A.C. 5:34-4.3 "Prior to evaluating the proposals, each individual participating in the evaluation of a proposal shall execute a statement in accordance with [N.J.A.C. 5:34-4.3(e)] certifying they do not have a conflict of interest. This form will be provided to the Nonpublic Schools. *Pursuant N.J.S.A. 18A:18A-4.5 "failure to meet the requirements of the request for proposals may result in the Board of education disqualifying the vendor from further consideration. Under no circumstances shall the provisions of a proposal be subject to negotiation by the Board of education."*

After determination of all qualified Respondents by the Board of Education, a vendor selection process will be conducted by all nonpublic schools intending to use these services. The following page will explain the process used for each nonpublic school's vendor selection. As a result of nonpublic school selections Title I, III and IV allocations per school will be awarded to selected Respondents and become part of their service contract. Chapter 193 allocations are per student and will be awarded to the provider after each student for the school they attend are evaluated and determined to be eligible for 193 services.

The scoring criteria used for the Nonpublic School vendor selection process will be the same as used by the Lakewood School District as follows:

Each Nonpublic school will receive a copy of the proposals deemed qualified by the District and perform their own evaluation, choosing the vendor whose proposal is the most advantageous price and other factors considered.

The selected vendor must be able to provide E&D services for all schools that have selected them; however, one vendor is not expected to provide E&D services for an excessive number of NP schools & students. Accordingly, in the event that Fifty Percent (50%) of NP schools chose the same vendor then Lakewood BOE will initiate a Redistribution of Schools Clause as follows:

Redistribution of Schools Clause

In order to ensure equitable distribution of services and to prevent overextension of any single vendor, the Lakewood Board of Education ("BOE") will implement the following redistribution process if more than 50% of the Nonpublic (NP) schools select the same vendor for Instructional services:

1. Initial Assignment

- o All NP schools will be assigned to their vendor of choice, subject to the vendor cap of 50% of all schools.

2. Capacity Review

- o In the event that the number of NP schools selecting the same vendor exceeds the cap, the BOE Purchasing Office will review the assignments.
- o The review will prioritize assignments using the following objective criteria:
 - a. **School Size:** Larger schools with higher student enrollment and greater service demand will remain with their first-choice vendor.
 - b. **Specialized Needs:** Schools whose students require unique services or specialized expertise will remain with the vendor best suited to provide such services.
 - c. **Geographic Efficiency:** Assignments will be balanced to minimize travel distances and maximize vendor efficiency.
- 3. **Redistribution Protocol**
 - o Schools above the cap will be reassigned to other qualified Respondents.
 - o Reassignments will begin with smaller schools or those with more flexible service needs to reduce disruption.
 - o Alternate Respondents must meet all RFP requirements and be approved for service delivery.
- 4. **Notification and Transparency**
 - o Schools that are reassigned will be notified in writing of the change and the rationale for reassignment.
 - o The BOE will maintain a written record of all vendor selections, redistribution decisions, and the objective factors applied. This record will be available for review by oversight entities, including the NJDOE and the Office of the State Comptroller (OSC).
- 5. **Final Authority**
 - o The Lakewood BOE retains final authority for vendor assignments to ensure program quality, service capacity, and compliance with all applicable laws and regulations.

Tie Breaker Policy

In the event that two or more proposals receive identical evaluation scores, the following tie-breaking criteria will be applied in order, i.e., if Policy #1 is successful the tie is broken and no further policy should be followed. If not, then the procedure will continue until the tie is broken.

1. **Supplier Diversity-** If tied, preference will be given to certified small, minority owned, women-owned, or veteran owned businesses.
2. **Past Performance -** If applicable, the district will consider past performance in any school district and possible requested references from other school districts to determine the award.
3. **Random Selection -** If all criteria above are equal, the district will determine the award by random selection, conducted in a fair and transparent manner. A random coin toss is a fair option to leave the ultimate decision to chance.

NP School Selection Process

Technical Criteria

- NP schools submit a **Vendor Selection Form** to the district after their evaluation and ranking of Respondents is completed, indicating their evaluation results. It will also include:
 - o Name of chosen vendor.
 - o Justification (e.g., specialization, language services, experience).
 - o Scope of services being requested.

Management Criteria

- The district reviews each NP school's selection for:
 - o Alignment with the requested scope of work.
 - o Budget/funding availability.
 - o Compliance with applicable Chapter 193 regulations.
- Once verified, the district authorizes the vendor to provide services.

Documentation and Monitoring

- All steps are documented in the NP school file, which shall be maintained according to Section 11 of the General Specifications.
- Services rendered are monitored for:
 - o Performance.
 - o Compliance with grant goals.
 - o Fiscal accountability.

Annual Renewal and Feedback

- The district reviews vendor performance annually.
- NP schools may submit feedback for inclusion in future RFP cycles.

