LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NEW JERSEY 08701

Competitive Contracting
Request for Proposal (RFP)

Proposal Specifications & General Requirements

CENTER FOR LAKEWOOD ACADEMIC SUPPLEMENTAL SERVICES (CLASS)

Proposal No: CC 05-2627

Wednesday, July 29, 2026
Proposal Opening Date

11:00 a.m.
Proposal Opening Time

Kevin Campbell
School Business Administrator/Board Secretary

FEDERAL FUNDS **FEDERAL FUNDS**

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. The Board of Education and the Vendor acknowledge that this Contract is funded in part or entirely by the Federal Government **IDEA** Grant and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**

Proposal No. CC 05-2627 **Title: CENTER FOR LAKEWOOD ACADEMIC SUPPLEMEMTAL SERVICES (CLASS)**

All necessary proposal specifications and proposal forms may be secured 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.

The envelope is to bear the following information:

Title: **CENTER FOR LAKEWOOD ACADEMIC SUPPLEMENTAL SERVICES (CLASS)**
Proposal No.: **CC 05-2627**
Name and Address of the Respondent
Proposal Due Date: **Wednesday, July 29, 2026**
Proposal Opening Time: **11:00 a.m.**

Location of Proposal Opening:

LAKEWOOD BOARD OF EDUCATION
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, Board Meeting Room, 200 Ramsey Ave, LAKEWOOD, New Jersey 08701. Sealed Proposals may also be submitted to the School Business Administrator/Board Secretary or their designee at the proposal opening meeting, in the Board Meeting Room, on the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.

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

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. To The Lakewood Board of Education, 200 Ramsey Ave, Lakewood New Jersey 08701 Attn: School Business Administrator.

Submission of Proposals—Hand Deliver—Day of the Opening
While the use of the US Postal Service or delivery service is preferred, the District will accept hand-delivered Proposal Packages at the Board of Education Administrative Offices, 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 thru Friday and 8:00 a.m. to 3:00 p.m., during summer months, and will accept any Proposal Package hand delivered. Respondents using this option are to submit Proposals, prior to the advertised date and time, of the proposal opening to insure the Proposal Package is received by the Business Administrator in a timely manner. No Proposals will be accepted after the scheduled time of the Proposal opening.

Opening of Proposals
The opening of the proposals will be live and in person at the advertised time and place and the names of all the vendors 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 District Office located at 200 Ramsey Ave, Lakewood NJ 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 bid opening.

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

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 NOT be a Pre-Proposal for this solicitation.

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.

A Non-Collusion Affidavit and a Vendor Questionnaire/Certification also must be filed with the proposal. The Proposal Package will also include other documents that must be completed and returned with the proposal. Failure to complete and submit all required forms may be cause for disqualification and/or rejection of the proposal.

The Board of Education reserves the right to disqualify any or all vendors and/or reject proposals pursuant to N.J.S.A. 18A:18A-4.5(b), and 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

PLEASE TAKE NOTICE: PROCURING GOODS AND SERVICES FINANCED WITH FEDERAL FUNDS
The Lakewood Board of Education hereby provides public notice that Federal Funds will be used to procure the goods/services as outlined in the bid specifications. The percentage of the cost of the goods/services is outlined below:

Federal Program	**Percentage of the Total Cost of Bid**
IDEA	ONE HUNDRED (100%)

Approximate contract amount funded with IDEA Funds for 1 year is $3,768,000.00

CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS
As a requirement for submission of the proposal, all respondents are to read the Certifications Section for Federal Contract Requirements, found at the end of the Proposal package. Respondents shall be responsible for the completion, execution and submission of all required certification documents.

Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

ETHICS IN PURCHASING
STATEMENT TO VENDORS

BOARD OF EDUCATION RESPONSIBILITY

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

School 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 vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

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

LAKEWOOD 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 or designee, 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, July 29, 2026 @ 11:00 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 school calendar and 8:00 am – 3:00 pm during the summer. Access to the Business 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 *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 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 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 respondents arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary before the advertised date and time. 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
PROPOSAL CHECKLIST

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.

1.	Acknowledgement of Addenda- Required with proposal
2.	Affirmative Action Questionnaire or Certificate of Employee Information Report Requested with proposal (due prior to contract award)
3.	Assurance of Compliance-Requested with proposal (due prior to contract award)
4.	Chapter 271 Political Contribution Disclosure Form-Required 10 days prior to contract award)
5.	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 (due prior to contract award)
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	Federal Contract Provisions Certifications-Requested with proposal (due prior to contract award
13.	A resume, NJDOE certification, NJ license, and fingerprinting should be submitted with this proposal for all staff included in this proposal. If additional staff is required by the proposer these documents must be submitted prior to execution of awarded contract.

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 to N.J.S.A. 18A:18A-2(y), and therefore rejected pursuant to N.J.S.A. 18A:18A-4.5(b)

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	Yes	No
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink 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)

Center for Lakewood Academic Supplemental Services (CLASS)

Instructions for Respondents

PROPOSALS ARE TO BE SUBMITTED TO:

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

BY: **11:00 a.m.** PREVAILING TIME ON: **Wednesday, July 29, 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 the I Lakewood's IDEA Nonpublic Resource Program for Kids on the Spectrum, 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: **LAKEWOOD Board of Education**
Proposal No.: **CC 05-2627**
Project: **Center for Lakewood Academic Supplemental Services (CLASS)**
Proposal Date: **Wednesday, July 29, 2026**
Proposal Time: **11:00 a.m.**
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 contract for The **Center for Lakewood Academic Supplemental Services (CLASS)**

1. AFFIRMATIVE ACTION REQURIEMENTS

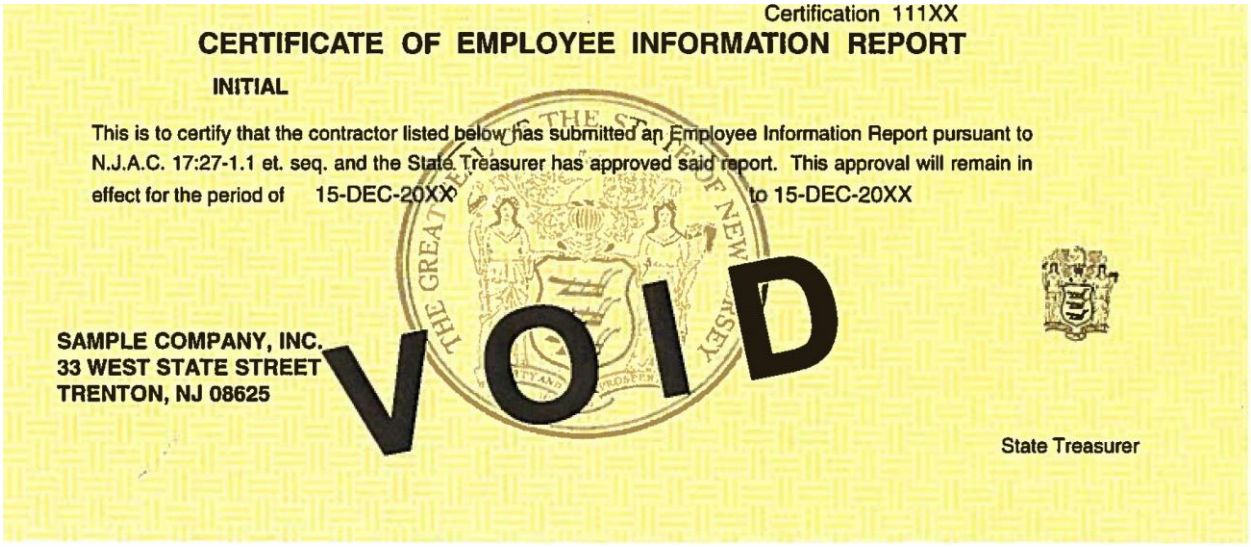
Each company shall submit to the LAKEWOOD Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

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

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

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

Sample Certificate of Employee Information Report



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer

All respondents are <u>requested</u> 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 bid/proposal.

2. <u>AMERICANS WITH DISABILITIES ACT</u>

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

3. <u>AMERICAN GOODS (N.J.S.A. 18A:18A-20)</u>

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

4. <u>ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE</u>

The contracted Vendor 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 Vendor a copy of the board's Anti-Bullying Policy.

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

5. <u>ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1</u>

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 agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the vendor 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 vendor, nor any person acting on behalf of such vendor or subvendor, 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 vendor, subvendor, 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 vendor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the vendor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

6. ASSURANCE OF COMPLIANCE FORM

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

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1

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

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

7. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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.A18A:18A-4.5 (e)

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

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

Request of the Board of Education
All 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.

Subvendors
Prior to contract award or authorization, the vendor shall provide the Contracting Agency with its proof of business registration and that of any named subvendor(s).

Subvendors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

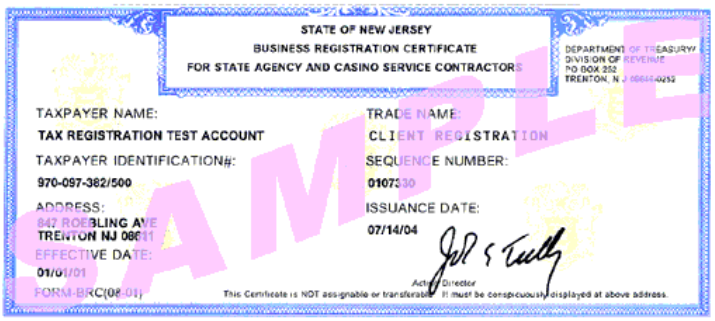
(2) The vendor shall maintain and submit to the Contracting Agency a list of subvendors and their addresses that may be updated from time to time.

(3) The vendor and any subvendor 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 vendor shall submit to the Contracting Agency a complete and accurate list of all subvendors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

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, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
842 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

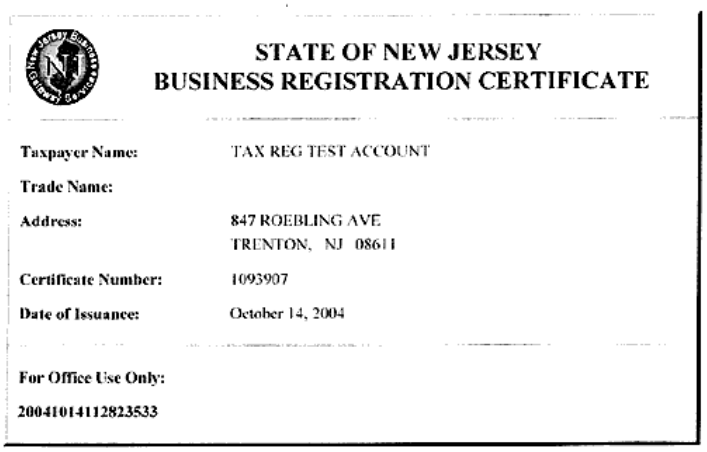
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

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

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

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.

9. CERTIFICATE (CONSENT) OF SURETY ☐ REQUIRED ☒ NOT REQUIRED

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

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

11. VENDOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Vendors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

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

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

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

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

The vendor/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 Vendor 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.

12. COORDINATION OF ACTIVITIES

The following person will coordinate the activities for this proposal

- Mr. Kevin Campbell/School Business Administrator
- Ms. Sara Garfunkel/Supervisor of Nonpublic Grants

13. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of 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 from the as a Vendor immediately. All contracted Vendors shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

14. DEBARMENT, SUSPENSION, 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 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

15. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize themselves with all forms provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. 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.

16. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK Preferred

It is requested that all documents returned to the Board be signed with an original signature in ink (blue 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 as 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(return with proposal)
- 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!

Vendor

17. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

Each 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.

18. 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 bid rigging on public contracts,** regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

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.

19. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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

Financial Guarantee ☐ REQUIRED ☒ NOT REQUIRED

20. FORCE MAJEURE

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

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

21. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Vendor

No service shall be rendered by the successful vendor unless the vendor receives an approved purchase order authorizing the vendor 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) (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 vendor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may 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. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

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

The Board of Education may 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 which 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 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
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

Wednesday, July 29, 2026

11:00 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. Other instructions on submission may be found in the technical specifications. The District does not accept electronic proposal submissions.

22. 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor is to assume all liability of every sort incident to the work, including property damage caused by him or his employees or by any subvendor employed by him or any of the subvendor's employees.

21(a) INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

☒ Required ☐ Not Required

The successful respondent 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.

23. 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. (when applicable)** 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 Addendum. Pursuant to NJSA 18A:18A-4.4 (c) "If a purchasing agent or counsel or school business administrator desires to change proposal documentation, the purchasing agent or counsel or school business administrator shall notify only those potential vendors who received the proposal documentation of any and all changes in writing and all existing documentation shall be changed appropriately. 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-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

24. 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 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 bid 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. Vendors/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 in N.J.S.A.52:32-59.

In addition, Respondents must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes 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 bid, respond to a proposal, or renew a contract with the board, and request it is completed, 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.

25. <u>Prohibited activities with Russia or Belarus supplementing Title 52</u>

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (Public Law 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 bid, 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 bid 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 bid.

26. LIABILITY – COPYRIGHT

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

27. NON COLLUSION AFFIDAVIT

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

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

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

Failure to submit the Non-Collusion Affidavit prior to the award of the contract may be cause for the disqualification of the proposal.

28. OPENING OF PROPOSALS

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

Wednesday, July 29, 2026
11:00 a.m.

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

29. PAYMENTS

Every effort will be made to pay vendors and vendors 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 a 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.

30. PERFORMANCE BOND ☐ REQUIRED ☒ NOT REQUIRED

31. 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 (vendors) 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 vendor 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 vendor. The enclosed list of agencies is provided to assist the vendor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the vendor'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 vendor'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.S.A. 19:44A-20.26 (a)

It is requested that all business entities shall submit with their bid/Proposal Package, but not later than 10 days prior to contract award, a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the

business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

If the Chapter 271 Political Contribution Disclosure form is not submitted 10 days prior to the contact award, the failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

32. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED VENDORS

When applicable, all contracted Vendors, 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 Vendors 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)

33. PRESENTATION AND INTERVIEWS

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

34. PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)- There will NOT be a Pre-Proposal meeting for this solicitation.

When scheduled, 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.

35. 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.

36. 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 vendors or vendors 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

37. <u>STATEMENT OF OWNERSHIP</u> (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 bid or accompanying the bid 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 bid 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 bid as it cannot be remedied after bids 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.

38. <u>SUBCONTRACTING; ASSIGNMENT OF CONTRACT</u>

Vendors, services providers, and all vendors 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.

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

- 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 vendor. It is the sole responsibility of the prime vendor to ensure that all subvendors are paid. The Board of Education shall not be responsible for payments to subvendors and shall be held harmless against any or all claims generated against prime vendors for non-payment to subvendors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subvendors.

39. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Vendors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A vendor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All vendors are referred to New Jersey Division of Taxation– Tax Bulletin S&U-3 for guidance. Again, vendors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

40. TERMINATION OF CONTRACT

If the Board determines that the vendor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the vendor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the vendor from potential liability for damages caused the District by the vendor's breach of this agreement. The Board may withhold payment due the vendor 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 vendor further agrees to indemnify and hold the Board harmless from any liability to subvendors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

41. WITHDRAWAL OF PROPOSALS

- Before The Proposal Opening

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the 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 his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

- After The Proposal Opening

The Board of Education may consider a written request from a respondent to withdraw a proposal, if the 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 vendor/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 vendor 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 vendor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the vendor/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 vendor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

Please Take Notice: Procuring Goods and Services Financed with Federal Funds

The Lakewood Board of Education l hereby provides public notice that Federal funds will be used to procure the goods/services as outlined in the Proposal specifications.

Federal Program	Percentage of the Total Cost of Bid
IDEA	One Hundred Percent (100%)

CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS

As a requirement for submission of the proposal, all respondents are to read the CERTIFICATIONS Section for FEDERAL CONTRACT REQUIREMENTS, found at the end of the Proposal response package. Respondents shall be responsible for the completion, execution and submission of all required CERTIFICATION documents.

LAKEWOOD BOARD OF EDUCATION

Competitive Contracting

PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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

Proposal Form

Proposal No. CC 05-2627 **Proposal Date: Wednesday, July 29, 2026 @ 11:00 a.m.**

I/we hereby submit the following attached proposal for **Center for Lakewood Academic Supplemental Services (CLASS)**

The district requests that fee proposals submitted by respondents are based upon an annual cost and a per student cost for the **Lakewood's IDEA Center for Lakewood Academic Supplemental Services (CLASS) for the 2026-2027 school year.**

The **CLASS** rate submitted shall include, instructional staff, administrative staff, therapy staff and all materials and supplies and as outlined in this RFP.

Please include a detailed budget of cost to support your proposal. Fill in chart below.

Only one vendor will be awarded this proposal.

Annual Cost of Program not to exceed (exceeding cost is an automatic disqualification):
$3,768,000

Cost per student not to exceed (exceeding cost is an automatic disqualification):
$23,550 per student per 10 months, $2,355 per month per student

Include your proposed program costs here:

Annual Cost of Program: $_____

Cost per student: $_____

Please complete the costs in the chart below as to itemized costs for the CLASS program. Failure to complete chart in its entirety will result in RFP disqualification:

Item	# Classes	Total Cost (to be completed by vendor)
Special Ed Teacher	16	(Include cost per teacher)
Para	20	
Speech/OT/PT		

Therapy Supervisor	per hour	
Curriculum Sup 1-5	30 hours /week	
Curriculum Sup 6-8	30 hours /week	
Program Admin	30 hours/week	
Instructional Coach	25 hours/per week	
BCBA	25 hours/week	
SUB	25 hours/week	
Secretary	25 hours/week	
Secretary	25 hours/week	
Social Worker	10 hours/week	
Supplies/Materials		
Health Insurance		
Payroll Taxes		
Other Payroll, HR, Billing, Accounts Payable etc		
Vendor Admin Fee	12%	
Total		$3,768,000

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-mail: _____

Tax ID No. _____

Authorized Agent _____ Date _____

Authorized Signature _____ Date_____

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

To be completed, signed below and returned with proposal.

Center for Lakewood Academic Supplemental Services (CLASS) 20206-2027

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number **CC 05-2627** Proposal Date: **Wednesday, July 29, 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 has 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, signed below and returned with proposal.
AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **CC 05-2627** Proposal Date: **Wednesday, July 29, 2026**

This form is to be completed and returned with the proposal. 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:

www.state.nj.us/treasury/contract compliance/NJ Department of the Treasury Contract Compliance (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, signed below and returned with proposal.

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted Vendor may come in contact with students of the school district. The district fully understands it 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 bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted Vendor 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 Vendor, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

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

When applicable, the contracted Vendor, 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 Vendors shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

Pre-Employment Requirements

When applicable, all contracted Vendors, 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 Vendors 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)

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed below and returned with proposal.

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 to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

_____

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

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

Certification

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

Vendor Instructions

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

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 vendor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the vendor'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 vendor's submission and is disclosable to the public under the Open Public Records Act.

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

[1] 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.

vendor

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, signed below and returned with proposal.

VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number **CC 05-2627** Proposal Date: **Wednesday, July 29, 2026**

LAKEWOOD'S IDEA NONPUBLIC SUPPLEMENTAL RESOURCE PROGRAM FOR KIDS ON THE SPECTRUM (CLASS)

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

Name of District	Address	Contact Person/Title	Phone
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 BID 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, vendors and vendors 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 bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on 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 vendor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

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

	(Check the Appropriate Box)
○ A.	That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
	OR
○ B.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
	OR
○ C.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.
	(Attach Additional Sheets If Necessary)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street 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 returned prior to contract award

NON-COLLUSION AFFIDAVIT

Re: Proposal for the Board of Education. Proposal No. **CC 05-2627**

STATE OF _____) Proposal Date: **Wednesday, July 29, 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 agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

_____

(**Print Name of Vendor/Vendor**)

Subscribed and sworn to: _____

(**SIGNATURE OF VENDOR/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 Bid/Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who 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 (for Individuals) or Business Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing CLASS 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 <u>N.J.S.A.</u> 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 (for Individuals) or Business Address

<u>Part IV</u> Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***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 ***Lakewood Board of Education*** to notify the ***Lakewood 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 ***Lakewood Board of Education*** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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

The vendor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event that the vendor, its agents, servants, employees, or subvendors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor pursuant to this contract will not relieve the vendor 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 vendor, its agents, servants, employees and subvendors for any claim which may arise out of their performance of this Agreement. Furthermore, the vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the vendor 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 Vendor 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 contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, nation origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s

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

Acknowledgment:

Vendor Signature: _____

Printed Name:_____

LAKEWOOD SCHOOL DISTRICT
EMPLOYEE NON-RECRUITMENT, NON-SOLICITATION, AND CONFLICT OF INTEREST AGREEMENT

This Employee Non-Recruitment, Non-Solicitation, and Conflict of Interest Agreement ("Agreement") is entered into by and between the Lakewood Board of Education ("District") and _____("Vendor") as a condition of the Vendor providing services to the District.

RECITALS

WHEREAS, the District relies upon qualified instructional, administrative, professional, and support staff to provide educational services to students;

WHEREAS, the Vendor may have access to District employees, facilities, programs, events, records, and information through its contractual relationship with the District;

WHEREAS, the District has a legitimate interest in protecting its workforce and preventing the use of District resources, information, and contractual relationships for employee recruitment purposes;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. NON-SOLICITATION OF DISTRICT EMPLOYEES

The Vendor agrees that during the term of any agreement with the District and for a period of twenty-four (24) months following the expiration, termination, or non-renewal of such agreement, the Vendor shall not directly or indirectly:

a. Recruit, solicit, induce, encourage, or attempt to recruit, solicit, induce, or encourage any current District employee to terminate or alter his or her employment relationship with the District;

b. Employ, contract with, retain, or otherwise engage any current District employee for employment or services without the prior written consent of the Superintendent of Schools;

c. Advertise employment opportunities specifically targeted to District employees;

d. Utilize employee contact information, employee rosters, personnel information, District directories, or any information obtained through the Vendor's relationship with the District for recruitment or hiring purposes;

e. Request, obtain, or use confidential personnel information concerning District employees for any employment-related purpose.

2. PROHIBITED RECRUITMENT ACTIVITIES

The Vendor shall not:

a. Conduct recruitment activities on District property;

b. Utilize District-sponsored meetings, trainings, professional development activities, conferences, events, or programs to recruit or solicit District employees;

c. Distribute employment materials to District employees while acting in connection with a District contract;

d. Request employee contact information from District personnel for recruitment purposes;

e. Encourage, advise, or assist District employees in leaving District employment.

3. PRESCHOOL AND EDUCATIONAL PROGRAMS

The Vendor acknowledges that the District relies upon qualified instructional and support personnel to implement preschool, special education, and other educational programs. Accordingly, the Vendor shall not directly or indirectly recruit, solicit, induce, hire, contract with, or otherwise engage District employees for employment with the Vendor's preschool program, educational program, related service program, or any affiliated entity during the term of this Agreement and for twenty-four (24) months thereafter without the prior written approval of the Superintendent of Schools.

4. AFFILIATED ENTITIES

For purposes of this Agreement, the term "Vendor" shall include, without limitation:

- Parent companies
- Subsidiaries
- Affiliated organizations
- Related entities
- Limited Liability Companies (LLCs)
- Partnerships
- Corporations
- Successor entities
- Officers
- Directors
- Owners
- Managers
- Employees
- Independent contractors
- Agents
- Representatives

The Vendor shall be responsible for ensuring compliance with this Agreement by all affiliated entities and representatives.

5. CONFLICT OF INTEREST

Confidentiality of District Information. The Vendor acknowledges that, through its contractual relationship with the District, it may obtain access to confidential, privileged, or non-public information. The Vendor agrees that it shall maintain the confidentiality of all such information and shall not disclose, use, copy, reproduce, or disseminate any confidential District information for any purpose other than the performance of its contractual obligations to the District, unless expressly authorized in writing by the Superintendent of Schools or otherwise required by law.

The Vendor further agrees that it shall not:

a. Utilize District resources, information, relationships, or access to employees for private business purposes;

b. Seek or obtain preferential access to District employees through District programs or services;

c. Encourage District employees to participate in activities that may create actual or perceived conflicts of interest with their District employment.
d. The Vendor shall not use the name, title, photograph, likeness, or District position of any current District employee in any advertising, marketing, promotional materials, social media, website, or other public communication in a manner that suggests or could reasonably be interpreted as indicating the District's endorsement, sponsorship, affiliation, or approval of the Vendor's programs or services, unless the Vendor has obtained the prior written consent of the Superintendent of Schools. The Vendor further agrees not to use a District employee's affiliation with the District as a marketing tool or inducement for enrollment, employment, or participation in any Vendor-operated program. This provision is intended to prevent actual or perceived conflicts of interest and to avoid public confusion regarding the relationship between the District and the Vendor.

6. ANNUAL CERTIFICATION
Upon request by the District, and at least annually during the term of the contract, the Vendor shall certify in writing that:
a. The Vendor has complied with all provisions of this Agreement;
b. The Vendor has not recruited, solicited, induced, or hired any District employee in violation of this Agreement;
c. The Vendor has not utilized District information, personnel information, or employee contact information for recruitment purposes.

7. MATERIAL BREACH
The parties agree that any violation of this Agreement shall constitute a material breach of the Vendor's contract with the District.
Upon a determination by the District that a violation has occurred, the District may, in its sole discretion:
a. Immediately terminate the contract for cause;
b. Disqualify the Vendor from future District contracts, RFPs, RFQs, or other procurement opportunities;
c. Seek reimbursement of costs associated with employee recruitment, replacement, training, and transition;
d. Recover any damages permitted by law;
e. Pursue any additional legal or equitable remedies available under applicable law.
The remedies set forth herein shall be cumulative and shall not preclude the District from pursuing any other remedies available at law or in equity.

8. SURVIVAL
The obligations contained in this Agreement shall survive the expiration, termination, cancellation, or non-renewal of any contract between the Vendor and the District for the period specified herein.

9. GOVERNING LAW AND CHOICE OF FORUM
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

Any dispute, claim, action, or proceeding arising out of or relating to this Agreement, including but not limited to the enforcement of any provision herein or the pursuit of legal or equitable relief, shall be brought exclusively in a court of competent jurisdiction located within the State of New Jersey. The parties hereby consent to the exclusive jurisdiction and venue of such courts and waive any objection based upon venue or forum non conveniens.

10. INJUNCTIVE RELIEF
The Vendor acknowledges that a breach of this Agreement may cause the District immediate and irreparable harm for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of an actual or threatened violation of this Agreement, the District shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and any other equitable remedies available under law, without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law or equity.

11. NO WAIVER
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision of this Agreement. Any waiver shall be effective only if made in writing and signed by the party granting such waiver.

12. SEVERABILITY
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed to effectuate the intent of the parties to the maximum extent permitted by law.

13. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, understandings, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement.

14. AMENDMENTS
No amendment, modification, or waiver of any provision of this Agreement shall be valid unless it is in writing and executed by authorized representatives of both parties and approved by the Lakewood Board of Education where required by law.

15. CERTIFICATION OF COMPLIANCE
The Vendor certifies that it has reviewed this Agreement with legal counsel, or has had the opportunity to do so, understands its obligations, and agrees to comply with all provisions herein. The Vendor further certifies that neither it nor any affiliated entity has engaged in conduct that would violate the provisions of this Agreement as of the date of execution.

16. CONTINUING OBLIGATION TO DISCLOSE
The Vendor shall promptly notify the Superintendent of Schools, in writing, within five (5) business days of any employment discussions, recruitment efforts, offers of employment, consulting arrangements, or contractual relationships involving any current District employee. Failure to provide such notification shall constitute a material breach of this Agreement.

17. COUNTERPARTS AND ELECTRONIC SIGNATURES
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
The parties acknowledge and agree that signatures transmitted electronically, including by PDF, facsimile, electronic mail, or electronic signature platform, shall be deemed original signatures and shall have the same force and effect as handwritten signatures for all purposes.

18. AUTHORITY TO EXECUTE AGREEMENT
Each party represents and warrants that the individual executing this Agreement on its behalf has full authority to bind such party to the terms and conditions contained herein and that the execution of this Agreement does not violate any applicable law, organizational document, bylaw, policy, contract, covenant, or other restriction applicable to that party.
The parties further acknowledge and agree that the use of an electronic signature is acceptable and shall be construed to have the same legal effect as a handwritten signature. Any party whose signature appears electronically on this Agreement shall be fully bound by all representations, warranties, obligations, and provisions contained herein.

ACKNOWLEDGMENT
The undersigned acknowledges that he/she is authorized to bind the Vendor and agrees to comply with all terms and conditions of this Agreement.

VENDOR NAME: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

LAKEWOOD BOARD OF EDUCATION
By:

_____
Dr. Laura A. Winters
Superintendent of Schools
Date: _____

By:

_____
Kevin G. Campbell
Business Administrator/Board Secretary
Date: _____

This version is suitable for inclusion in vendor contracts, RFP award packages, preschool provider agreements, IDEA service contracts, and any other contracted service relationship with the Lakewood Board of Education.

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

LAKEWOOD 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: Center for Lakewood Academic Supplemental Services (CLASS)

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 vendors must acknowledge their understanding and agreement to adhere to same without modification. As a requirement for award of contract, all 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**

Vendors 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

Center for Lakewood Academic Supplemental Services (CLASS)

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 "Vendor"), whose address is _____.

WITNESSETH:

WHEREAS, the Board desires to contract with the Vendor, to provide **Center for Lakewood Academic Supplemental Services (CLASS)** described in detail below; and

WHEREAS, the Board advertised for proposals for **Center for Lakewood Academic Supplemental Services (CLASS) and;**

WHEREAS, the Vendor 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 Vendor; and

WHEREAS, it is the intention of both the Board and the Vendor to enter into an Agreement whereby the Vendor 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 Vendor and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

1. Scope and Nature of Services

   Vendor 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 September 1, 2026 through June 30, 2027 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 Vendor, and Vendor agrees to provide all services as noted above, for the period during which schools are in session, generally commencing about September 1 thru June 30.

3. Compensation

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

Vendor 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 Vendor shall use its best efforts to provide the Services required herein as scheduled, in the event Vendor is unable to adhere to the schedule of Services to be provided, Vendor shall provide immediate notice to the Business Administrator/Board Secretary. Neither Vendor 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.

Vendor 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 Vendor 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 Vendor of vouchers and other documents which may be required for the proper fiscal management of the District. The Board shall, in no instance, pay interest, penalty or late fees.

The Board shall release payment to the Vendor 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, Vendor agrees to provide same within five (5) working days of the request, or as soon thereafter as is possible. The Board/Administration will provide Vendor 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, Vendor 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 Vendor 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 Vendor all amounts of approved Monthly invoices for Services provided up to and including the effective date of termination, provided Vendor 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 Vendor under this Agreement are expressly dependent upon, and subject to the availability to the District of State Security funds. The Vendor 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 Vendor for all services rendered through the date the Board notifies Vendor of appropriation issues.

It is the sole responsibility of the Vendor 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 Vendor will not be paid should it deliver services in excess of a school's annual allocation.

6. Licensure

Vendor shall provide the Board, upon the initial provision of Services and from time to time upon reasonable request, with copies of documentation confirming that Vendor and anyone providing the Services on behalf of Vendor 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.

Vendor 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. Vendor 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 Vendor 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 agency or authority to be non-compliant with State or Federal laws and/or regulations. Vendor agrees to refund to the Board any amounts paid to Vendor 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 Vendor shall provide any and all information in support of such appeal in its possession.

9. Confidentiality

In providing Services to the Board, Vendor acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Vendor 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 Vendor information that is confidential or proprietary in nature, it will not publish or use same without prior written consent of the Vendor 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 Vendor/Assignment

The parties agree that Vendor and anyone providing the Services on behalf of Vendor is an independent Vendor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, Vendor and anyone providing the Services on behalf of Vendor shall at all times remain in an independent Vendor 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 Vendor or any employees of Vendor. Vendor represents that he 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 Vendor 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 Vendor.

11. Limitation on Liability/Indemnification

Vendor 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 Vendor, 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 Vendor or anyone performing the Services on behalf of Vendor; (c) Vendor's violation of, or

failure to comply with any law, statute, regulation and/or code applicable to Vendor's Services, in each case, due solely, or in material part, to Vendor'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 Vendor'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. Vendor 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 One Million Dollars ($1,000,000.00), 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 Vendor 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 Agency 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 Agency

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 Vendor:

15. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Vendor 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. Vendor

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 Vendor. 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 Vendor agrees that Vendor 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 Vendor, or among the Board, Vendor 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

Vendor 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 Vendor.

17. Business Registration

Vendor shall remit a copy of its Business Registration Certificate to the Board Prior to the award of the contract.

18. Pay-to-Play

The Vendor 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 Vendor and anyone providing the Services on behalf of the Vendor 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, Vendor's responsibility to maintain the records shall cease to the extent permitted by the State records retention requirements.

20. Audit and Inspection

The Vendor 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. Vendor agrees to supply the District one copy of the Materials requested by the Board to support and verify Vendor'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 Vendor to the Board. The Board shall designate a person to whom Vendor shall submit all documents.

21. Sales and Use Tax

The Vendor 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 agency. 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, Vendor 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 vendor, nor any person acting on behalf of such vendor or subvendor, 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 vendor, subvendor, 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 Vendor by the contracting public agency, 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 agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to Vendor from the contracting public agency 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.l985, c. 490 (C.l8A:l8A-51 et seq.)

All complaints of violation of the above shall be made to the Attorney General or his 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 Vendor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language annexed hereto as Appendix B 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 Vendor 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 Vendor 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 Vendor's response, incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Vendor'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

Vendor 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 Vendor in the matter.

27. Amendment

Vendor 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. Vendor 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 Vendor 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 Subvendor 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 agency 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 Subvendor agrees to abide by the terms of this Agreement to the extent practicable

30. Compliance with School Ethics Act

Vendor 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:l2-21, et. seq. and N.J.A.C. 6A:28-l.l, et seq.

31. Incorporation of Proposal Specifications

The contract requirements and Vendor'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 Vendor/Provider: **For the Board:**

_____ _____ **Date**

President/Officer/Official **Board President**

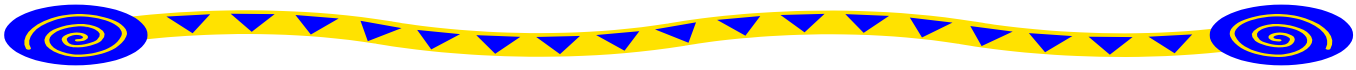
_____ _____ **Date**

Secretary/Witness **School Board Secretary**

_____ **Date**

Superintendent

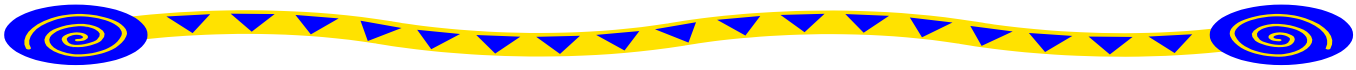
LAKEWOOD BOARD OF EDUCATION



Competitive Contracting

Request for Proposal

TECHNICAL SPECIFICATIONS



Mr. Kevin Campbell
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Center for Lakewood Academic Supplemental Services (CLASS) 2026/2027

Purpose of Proposal

The Lakewood Public School District is seeking proposals from a qualified agency to provide the **Center for Lakewood Academic Supplemental Services (CLASS) 2026-2027** school year. The contract term shall be for one year with the option to renew for an additional two school years **(September 1, 2026 through June 30, 2027)** pursuant to N.J.S.A. 18A:18A-42.

Scope of Service (Technical Criteria)

1. The services to be provided herein will be in compliance with the Individuals with Disabilities Education Act ("IDEA"), any and all Federal and New Jersey state laws regarding same.

2. The services herein are open to eligible pupils from all nonpublic schools located within Lakewood in accordance with the needs of the nonpublic children to be served.

3. The Program offered by the Vendor shall comply with all federal, state and local laws and regulations regarding the secular nature of programs receiving IDEA funding. It is understood that violation of this provision shall be the basis of immediate termination of the program.

4. IDEA services must be supplemental in nature and may not supplant.

5. The Vendor will provide the district any and all additional supporting documentation at the request of the district.

6. The Vendor will provide all required documents and evaluation reports within its possession for preparation of Individual Service Plans. Upon completion of the Service Plans, if requested, the Vendor will provide teacher/therapist input during reevaluations and/or annual reviews. The Vendor shall provide all necessary documentation to include therapy annual and reevaluations to the Nonpublic Child Study Team (E&D) to develop service plans for all students attending the CLASS.

7. The Vendor shall cooperate in the creation of the Services Plans, but shall have no responsibility for the creation of same.

8. The Board shall render payment to the Vendor based upon services rendered on a monthly basis per the quantifiable service which will be invoiced to the Board each month provided services are delivered in accordance with Federal and State law. The parties hereby agree and acknowledge that payment shall be based on actual services rendered and only upon presentation of detailed invoices with supporting documentation to substantiate the monthly amount billed.

Program Requirements

The **Center for Lakewood Academic Supplemental Services (CLASS)** will provide supplemental special education instruction and related services to classified students with a current service plans for students in First through Eighth grade.

1. This program serves Lakewood School District nonpublic students with disabilities with autism and/or cognitive disabilities who require a highly specialized, self-contained setting with intensive support. The population at CLASS includes students with moderate to severe disabilities who the nonpublic CST have determined require intensive, individualized programming with a focus on functional skills, communication development, and activities of daily living. Students may present with co-occurring conditions including but not limited to behavioral challenges, limited communication skills, health impairments etc.

2. This program shall operate as an IDEA Lakewood School District Nonpublic Supplemental Program for students with disabilities. All program policies, student admissions, and placements shall be under the direct authority of the Lakewood School District. The vendor agrees to accept all students recommended by Lakewood School District staff and administrators. Students transitioning from other Lakewood District schools or programs shall be accepted into this program upon district recommendation. The vendor may not deny admission, delay enrollment, or discharge any student recommended by the District for reasons including, but not limited to, behavioral needs, staffing ratios, or perceived level of care. The Lakewood School District retains sole discretion over student eligibility for nonpublic IDEA supplemental programs. A committee of Lakewood School District staff will be directly involved in overseeing student enrolment and disenrollment to CLASS supplemental programs.

3. The CLASS program will have (16) classes grades two classes each from 1st through 8th grades (with the option of expanding to twelfth grade based on availability of funding and student need) with no more than 12 students per class and not less than 10 students in each class based on the availability of IDEA funds. Each class will be filled with at least 10 students by Dec 1, 2026 (reference fee schedule in RFP)

4. All student service plans (ISP) must be current. The vendor is responsible for collaborating with the District Non-public Child Study Team to ensure all required service plan documentation accurately reflects placement in this district program prior

to the student's start date. No "in process" students will be allowed to start the program under any circumstance and will not be reimbursable to the IDEA grant.

5. The program will operate Monday through Thursday 10:30 am –3:45 pm and on Friday, classes will be held from 10:30 am-12:30 pm.

6. The CLASS program will operate in accordance with the NPS Calendar for a minimum of 175 days with the understanding that the Vendor will provide the CLASS program for the duration of the 2026-2027 school year in accordance with the NPS school calendar even if the number of days exceeds 175 days.

7. In the event of a health related school closure or any non-scheduled school closure ("non schedule" is defined as any school closure not on the school calendar submitted to the district in Sept). The Vendor will provide compensatory services for any day missed for any reason. In the event compensatory services cannot be provided the per diem rate will be refunded to the IDEA grant.

8. Parent teacher conferences will be held twice a year between CLASS instructional and therapy staff and parents/guardians to discuss student's progress. Submit sign in sheets to nonpublic grant office.

9. Vendor shall maintain progress reporting and supporting data in a form acceptable to the Board for every individual child receiving services under the agreement herein utilizing tri-annual monitoring of individualized goals and objectives as stated in the student's service plans. Said reporting will be uploaded on the Lakewood Nonpublic Real-time system by Vendor. Three times a year, parents will receive progress reports.

10. The teacher should develop and update goals and objectives based on students presenting needs at the onset of the school year. (Should said goals not be the same as service plan goals and objectives the teacher will coordinate with the Nonpublic E&D case manager to amend and update goals as appropriate). Quantitative and qualitative data should be collected to monitor student progress of student's goals and objectives as stated in the students' service plans monthly.

11. Vendor shall maintain progress reporting and supporting data for every individual student under the agreement herein utilizing tri-annual progress report monitoring of individualized goals and objectives as stated in the student's service plans. Progress reports should be uploaded by Vendor onto the Lakewood Nonpublic Real-Time program. Three times a year, parents will receive progress reports.

12. Vendors will upload goals and objectives and annual review reports on Real Time annually. Teachers must attend all ISP meetings for the students they service. The teacher should complete all survey requests and upload directly on Real-time.

13. Vendors will be responsible for providing all furniture, supplies and curriculum materials for the classroom and therapy rooms. Classrooms and therapy rooms will be fully equipped with rich and diverse materials and equipment so that students can have maximum benefit from their school and therapy environment. Annually the Vendor will allocate a minimum of $200,000 for all therapy rooms for equipment, supplies, curriculum and materials. Invoices should be saved and provided upon request from the district. A high quality intervention program submitted must be approved by the district prior to the start of the school year.

14. This program shall operate as a supplemental program of the Lakewood School District. The program will be housed within a nonpublic school facility. The nonpublic school shall be solely responsible for a teacher, rent and facility costs, including utilities, maintenance, and occupancy expenses. The vendor shall not be responsible for rent or any facility-related costs.

15. It is the intent of the Lakewood School District that the CLASS Program shall be operated at a single, unified nonpublic school site to ensure programmatic consistency, centralized oversight, and continuity of services. Notwithstanding this intent, the Lakewood School District reserves the right, at the sole discretion of the Superintendent of Schools, to approve the operation of the CLASS Program across multiple nonpublic school sites. Such approval shall be granted in writing by the Superintendent and shall be based on documented factors including, but not limited to, student enrollment, geographic necessity, facility capacity, or specialized program needs. All sites approved under this provision shall meet identical programmatic, staffing, and facility requirements as outlined in this RFP and shall operate under a single, district-approved program model.

16. Vendor will provide supplemental services at a non-public school. It will be the responsibility of the vendor to secure a nonpublic school with adequate classroom space, therapy rooms, administrative offices and multipurpose rooms but will not be responsible for rent payments. Please attach location, name of nonpublic school, NJDOE registration as a nonpublic school, and a signed MOU that supplemental services will be provided at said nonpublic school attached to this proposal. The nonpublic school will cover the rent.

Vendors shall submit documentation highlighting qualifications and experience that will aid the school district in confirming that the quality of the program will be maintained. Documentation shall include but not be limited to:

- Vendors should list all services to be rendered with an explanation in detail on how they will provide the services.

- Vendors shall provide evidence of how a supplemental service program was provided to other public/private schools in New Jersey.

- Vendors should list experience in providing a CLASS program in Lakewood School District.

- Vendors will provide three letters of recommendation.

- Vendors by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed.

- Vendors should list all services to be rendered with an explanation in detail on how they will provide the services and if the Vendors has provided similar services in New Jersey. Respondents shall provide evidence of how supplemental services that target students with special needs to promote and maximize the students' academic, social and emotional needs were provided to other public/private schools in New Jersey and explain the Vendor's experience in providing a similar program.

Staffing Requirements (Management Criteria)

A resume, NJDOE certification, NJ license, and fingerprinting must be submitted with this proposal for all staff included in this proposal.

CLASS Instructional staff

1. The Nonpublic School shall provide a general education teacher daily and the IDEA CLASS program and staff will provide supplemental instruction and therapy services.

2. CLASS supplemental services will provide (1) teacher and one (1) paraprofessional in addition to the nonpublic general education teacher provided by the nonpublic school. The teachers shall possess a NJDOE Certified as a Teacher of Students with Disabilities, and have no less than three (3) years' experience working with students who are classified special education. The paraprofessional shall possess a minimum of a high school degree and at least one (1) year experience working with students who are classified special education. All staff must be fingerprinted in accordance with NJDOE regulations. Student attendance and staff attendance must be attached to monthly billing.

3. One substitute is required in the event a staff member is absent. If a teacher is absent a county certified substitute must be provided. For long term absence (7 consecutive school days or more) every effort should be made to provide a certified teacher in accordance with the proposal and if this is not possible a county certified substitute must be provided and an adjustment in billing must be made. However, this

arrangement cannot exceed 8 weeks. After 8 weeks, a certified teacher must be in the classroom. If a paraprofessional is absent a substitute must be provided. Adjustments in billing rates (should reflect actual cost) as per above should be attached to the RFP proposal.

CLASS Administrative Staff

The Vendor shall provide the following administrative staff:

1. One full time Curriculum Supervisor for grades 1st through 5 to supervise the program no less than thirty (30) hours per week.

2. One full time Curriculum Supervisor for grades 6th through 8th to supervise the program no less than thirty (30) hours per week.

The Curriculum Supervisors shall provide instructional leadership and oversight to ensure the implementation of high-quality educational programming and compliance with all applicable federal, state, and local regulations. The Curriculum Supervisor shall provide services no less than thirty (30) hours per week and shall be responsible for, but not be limited to, the following duties

- Provide instructional leadership and supervision to teachers and instructional staff.
- Monitor and support the implementation of curriculum, instructional best practices, and evidence-based interventions aligned with New Jersey Student Learning Standards (NJSLS) and ISP.
- Conduct classroom observations, provide timely feedback, and support continuous improvement through coaching and mentoring.
- Develop and facilitate professional development and ongoing staff training based on program needs and student performance data.
- Collaborate with school administrators, related service providers, and multidisciplinary teams to improve instructional practices and student outcomes.
- Analyze student achievement, progress monitoring, and assessment data to guide instructional decision-making and program improvement.
- Support the implementation of specialized instructional programs, behavioral interventions, and inclusive practices for students with disabilities.
- Ensure compliance with NJDOE regulations, special education requirements, and all applicable state and federal laws.
- Assist with curriculum development, program evaluation, and continuous quality improvement initiatives.
- Participate in ISP meetings, Child Study Team meetings, and other multidisciplinary meetings as needed.
- Support the development and implementation of school improvement initiatives and instructional action plans.

- Maintain accurate documentation of services provided, staff supervision, professional development activities, and attendance records to support contract compliance and billing requirements.

Minimum Qualifications:

3. One full time Program Administrator to provide services at thirty (30) hours per week.

All administrators listed above shall possess at least ten (10) years of experience with curriculum development and special education services, NJDOE Certified as a Teacher of Students with Disabilities and a Master's Degree in Special Education. Attendance documentation is required to support billing.

4. Two (2) Administrative Assistant/Secretary to provide a minimum of services of twenty-five (25) hours per week.

5. One full-time Instructional Coach (30 hours per week) to provide instructional support, coaching, and professional development to teachers, facilitate implementation of curriculum and evidence-based instructional practices, analyze student performance data, and collaborate with administrators to improve instructional outcomes.

CLASS Therapy Staff

The Vendor shall provide the following therapy staff:

1. Speech, Occupational and Physical Therapists shall provide therapy services in accordance with the student's service plan. Therapists shall possess at least 5 (five) years of experience as a therapist and must possess NJDOE certification, NJ License and ASHA Certification for all Speech Therapists. All Therapists shall be fingerprinted in accordance with NJDOE regulations. Speech Therapy will be provided at $70 per hour for 100 hours per week of speech therapy, Occupational Therapists shall be paid at $75 per hour for 80 hours per week and Physical Therapists shall be paid $85 per hour for 25 hours a week.

2. Therapy schedules, logs and attendance should be submitted monthly with billing. Every student at CLASS who has a service plan with speech, occupational and physical therapy should be serviced according to the mandate in the Service Plan.

3. Therapists will be responsible for all annual and reevaluations for the students that they service. Progress should be completed on Real-Time and sent to the parent three times a year.

4. The Speech and OT Therapy Staff shall provide in addition to service plan mandates an additional one (1) hour per class per week of support in the classroom so that teachers may generalize skills in the classroom setting.

5. Therapy Supervisor for a minimum of (25) twenty-five hours per week must possess NJDOE certification as a therapist, and hold ASHA Certification (if applicable). The Therapy Supervisor must be fingerprinted in accordance with NJDOE regulations. The supervisor must have at least (10) ten years of experience working as a therapist. Attendance and a log with the brief description of activities should be attached to the billing invoice.

6. A Licensed Clinical Social Worker (LCSW) or Certified School Psychologist to provide services for (10) ten hours per week and must possess a NJ license and be fingerprinted in accordance with NJDOE regulations with at least 10 (ten) years of experience as a Social Worker/School Psychologist. Attendance and a log with description of activities should be attached to the billing invoice.

7. A full time certified BCBA (Board Certified Behavioral Analyst) to provide behavioral support no less than 25 hours per week. The BCBA shall have a minimum of 5 (five) years of experience. Attendance and a log with description of activities should be attached to the billing invoice.

In the event any therapy staff (listed above) is absent for more than 7 consecutive school days a substitute therapist will provide therapy services. If a therapist is absent for more than 7 consecutive school days and a replacement has not been provided the vendor will notify the district in writing and adjustments in reimbursements shall be made. *Adjustments in billing rates (should be the actual cost of the therapist) as per above should be attached to the RFP proposal.*

All students receiving therapy shall have a current service plan stating the need for therapy services.

Qualifications of Vendor

- The Vendor agrees to actively pursue policies of affirmative action in employment of staff, professional and supportive personnel.

- The approved Vendor shall maintain and keep in force such insurance as Compensation, Liability and Property Damage, as will protect it from claims under the Worker's Compensation Act, and also, such insurance as will protect it and the Board from any other claims for damages for personal injury death, and claims for damages to any property of the Board or of the public, which may arise from operations under this Request for Proposal ("RFP").

- The Vendor shall indemnify the Board of Education for any and all costs and / or charges incurred with regard to the services provided herein, should same be due to the

wrongdoing, misconduct, want of care, skill, and/or difficulty by the Vendor herein, its agents, employees, or assigns.

- Copies of certifications must be provided to the school district upon hire of each therapist, if same has not already been provided.

- The Vendor will be approved by the New Jersey Department of Education for the delivery of services set forth herein and be listed as an approved agency and clinic for the NJDOE. A copy will be attached to proposal.

- Criminal background checks will be the responsibility of the Vendor. Vendors must present evidence to the District Board of Education of compliance with background check procedures prior to the individual providing services.

- Current copies of all CLASS staff to include instructional staff, therapy staff, and administrative staff qualifications to include certifications, licenses, resumes, and fingerprinting as stated in this RFP should be provided to the district with this proposal and prior to the commencement of services should there be a change.

- Employee non recruitment, non-solicitation, and conflict of interest must be signed and attached to this RFP. Failure to do so is automatic disqualification.

The Vendor will be responsible for providing all furnishings, teaching and general supplies, educational materials, updated materials, evaluations and protocols for speech therapists and all classroom equipment. Furnishings shall support a print rich environment in classrooms and throughout the site including but not limited to bulletin boards, chart stands and bookcases, computers, copy machines and their maintenance. Supplies shall include but not be limited to paper, pencils, notebooks, glue and art supplies. Educational and supplemental materials to support all learners shall include but not be limited to leveled classroom libraries with fiction and non-fiction, guided reading materials and high/low interest level books. All costs must be in accordance with IDEA and OMB Circular A-87 regulations, which require all costs to be necessary, reasonable and allocable. All educational supplies for IDEA programs are the property of the Lakewood Board of Education and shall be labeled accordingly and will be transferred to the next vendor should vendors change.

All Educational supplies for IDEA Programs are the property of the Lakewood Board of Education and shall be labeled accordingly and will be transferred to the next vendor should vendors change. A list of these items shall be attached to the contract but please note this list does not include consumables or the conditions of the items on the inventory list that might need to be replaced or repaired due to wear and tear.

Contract Period

The contract term shall be from **September 1, 2026 through June 30, 2027 which shall be defined as one (1) years** with an option to renew for two additional years, pursuant to N.J.S.A. 18A:18A-42.

Coordination of Activities

All activities for this contract shall be coordinated through:
School Business Administrator and/or Nonpublic Grant Supervisor

Fee Schedule and Payment/ Annual Rate

Annual Cost of Program not to exceed $3,768,000
Cost per student: not to exceed $23,550 per student per 10 months

Services will be billed monthly at a rate of ***$2,355 per enrolled student, per month for a 10-month school year.*** If class enrollment reaches 10 students per class by December 1, 2026, the vendor will receive the full annual contract amount. If enrollment is below 10 students per class on December 1, 2026, the total contract amount will be reduced based on the number of unfilled slots. Deductions will be calculated at $2,355 per unfilled slot, per remaining month in the school year. Official enrollment will be determined by Lakewood School District records as of December 1, 2026, and no deductions will be made for students who withdraw after that date. Students who enroll after December 1, 2026 will be billed at the monthly rate of $2,355 for the remainder of the year.

In the event enrollment falls below 10 students per class as of December 1, 2026 or at any time thereafter, the program shall be subject to the pro-rated reduction in funding as outlined in the Cost Proposal section. Notwithstanding the minimum enrollment requirement, the Lakewood School District reserves the right, at the sole discretion of the Superintendent of Schools, to waive the 10-student minimum and continue full funding of the program. Such waiver shall be granted in writing by the Superintendent and shall not constitute a permanent modification of the contract terms. The Superintendent's decision to grant or deny a waiver shall be final and shall not be subject to appeal by the vendor.

Cost Proposal & Program Requirements: Services for the CLASS Program will be billed monthly at a fixed rate of $2,355 per enrolled student, per month ($23,550 per student per year) for a 10-month school year. This rate shall remain fixed for the entire contract term with no increases permitted for any reason, including Consumer Price Index (CPI) adjustments, cost-of-living increases, or changes in operating costs. If this contract is renewed or extended, the rate shall remain unchanged unless a new Request for Proposals is issued by the District and a new contract is awarded.

Please complete the cost in the chart below on the PROPOSAL FORM provided above as to itemized costs for the CLASS program. Failure to complete chart in its entirety on the PROPOSAL FORM provided above will result in RFP disqualification:

Item	# Classes	Total Cost (to be completed by vendor)
Special Ed Teacher	16	(Include cost per teacher)
Para	20	
Speech/OT/PT		
Therapy Supervisor	per hour	
Curriculum Sup 1-5	30 hours /week	
Curriculum Sup 6-8	30 hours /week	
Program Admin	30 hours/week	
Instructional Coach	25 hours/per week	
BCBA	25 hours/week	
SUB	25 hours/week	
Secretary	25 hours/week	
Secretary	25 hours/week	
Social Worker	10 hours/week	
Supplies/Materials		
Health Insurance		
Payroll Taxes		
Other Payroll, HR, Billing, Accounts Payable etc		
Vendor Admin Fee	12%	
Total		$3,768,000

Presentation Package- Evaluative Criteria:
Evaluation Process: Methodology of Awarding Contract

A committee will be 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. For Competitive Contracting proposals,

the School Business Administrator shall prepare a report evaluating and recommending the award of contract. N.J.S.A. 18A:18A-4.5 (d). 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

The School Business Administrator shall evaluate all proposals received. 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 of Education to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices.

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 district reserves the right based on vendor responses to disqualify a vendor if a vendor was unresponsive to items that will affect the integrity of the IDEA CLASS program. The criteria to be evaluated are identified below:

	Category	**Value Points**
I	**Technical Criteria** A. Description of Services B. Program Implementation	**40**
II	**Management Criteria** A. Business Management B. Qualifications; Relevant Experience C. Staffing	**50**
III	**Cost Criteria** A. Fee Proposal B. Contract Expenses	**10**

LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NEW JERSEY

FEDERAL CONTRACT PROVISIONS
Appendix II to Part 200

CERTIFICATIONS

Public Works, Goods and Services; Food Services Contracts

REVIEW AND SIGN:
Attachment B
Attachment C
Certification of Non-Debarment

REQUEST TO SUBMIT FORMS WITH PROPOSAL BUT PRIOR TO CONTRACT AWARD

Kevin Campbell
School Business Administrator/Board Secretary

Federal Contract Requirements/Certifications

The Board of Education and the Vendor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**

Specific Contract Requirements

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

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

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

(1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.

(4) The vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:
Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

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

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

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

Minority Businesses, Women's Businesses and Small Businesses 2 CFR 200.321 (a)
If the Vendor intends to let any subcontracts for a portion of the work, Vendor shall take affirmative steps to assure that small, minority and women's businesses are used when possible

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

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
All contracts and sub-grants in excess of $2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 – Vendors and Subvendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each vendor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

Contract Work Hours and Safety Standards Act *(*40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

Buy American—7 CFR 210.21 (d) and N.J.S.A. 18A:18A-20; 2 CFR 200.322 Domestic Preferences for Procurements.
The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or "domestic commodity or products" (51% or more), of the United States be used, wherever available for the food services program. This "Buy American" clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.

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

(b) For purposes of this section:

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

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

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

Vendors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)

The Vendor shall complete and submit a Certification of Non-Debarment for Federal Government Contracts form as provided in this document.

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

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

Energy Efficiency Standards

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

Termination of Contract
If the Board determines that the vendor has failed to comply with the terms and conditions of the bid and/or Proposal upon which the issuance of the contract is based or that the vendor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the vendor from potential liability for damages caused by the District by the vendor's breach of this agreement. The Board may withhold payment due the vendor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The vendor further agrees to indemnify and hold the District harmless from any liability to subvendors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES:

The LAKEWOOD BOARD OF EDUCATION pursuant to **Federal Regulation 2 CFR 200.318 (c) (1), N.J.S.A. 18A:18A-1 et seq., and N.J.S.A. 18A:12-21 et seq.,** hereby establishes the following *Standards of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

ALL PROCUREMENTS MUST ENSURE THAT THERE IS OPEN AND FREE COMPETITION AND ADHERE TO THE MOST RESTRICTIVE FEDERAL/STATE/LOCAL REQUIREMENTS.

Conflict of Interest
No employee, officer, or agent of LAKEWOOD BOARD OF EDUCATION may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
No person officially connected with, or employed in, the LAKEWOOD BOARD OF EDUCATION shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is

employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

Solicitation/Receipt/Acceptance of Gratuities, Favors and Gifts from Vendors
The officers, employees, and agents of LAKEWOOD BOARD OF EDUCATION may neither solicit nor accept gratuities, favors, gifts or anything of monetary value from vendors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other thing of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (c); 2 CFR 200.318 (c) (1)

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

Disciplinary Actions for Violations of Standards
Officers, employees and agents of LAKEWOOD BOARD OF EDUCATION who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

Disclosure of Fraudulent Activities

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

STEVENS AMENDMENT

The LAKEWOOD BOARD OF EDUCATION recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non- government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcement describing the project.

Complete, Sign & Return

Complete, Sign & Return

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

* NAME OF APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: *Last Name: Suffix: *Title:
***SIGNATURE:** *DATE:

Complete, Sign & Return

ATTACHMENT C

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

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

Instructions for Certification

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

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

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

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

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

Complete, sign and return with contract/proposal.