

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

---



**Competitive Contracting--Request for Proposals (RFP)**  
Proposal Specifications & General Requirements

**NONPUBLIC INSTRUCTIONAL SERVICES / TITLE I, TITLE  
III, TITLE IV AND CHAPTER 192/193**

**Proposal No. CC 02-2223**

**Tuesday, June 14, 2022**  
Proposal Opening Date

**10:00 a.m.**  
Proposal Opening Time

**Kevin Campbell**  
Assistant 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 solicits proposals through the Competitive Contracting process in accordance with N.J.S.A. 18A:18A-4.1 et seq. and Federal Code 2 CFR 200.320 (b) (2).

**Proposal No. CC 02-2223**

**Title of Proposal: NONPUBLIC INSTRUCTIONAL  
SERVICES/TITLE I, TITLE III, TITLE IV, AND CHAPTER 192/193**

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

**KEVIN CAMPBELL**

Assistant School Business Administrator/Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

To request a copy of the proposal, please email Kevin Campbell at [dpiasentini@lakewoodpiners.org](mailto: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** the date and time indicated below. The envelope is to bear the following information:

Title: **NONPUBLIC INSTRUCTIONAL SERVICES/TITLE I, TITLE III, TITLE IV,  
AND CHAPTER 192/193**

Proposal No.: **CC 02-2223**

Name and Address of the Respondent

Proposal Due Date: **Tuesday, June 14, 2022**

Proposal Opening Time: **10:00 a.m.**

Location of Proposal Opening:

LIVESTREAMED FROM:  
LAKEWOOD BOARD OF EDUCATION  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

The Proposal opening process will begin on the above date and time at the Lakewood Board of Education, Lakewood, New Jersey 08701 via an online live streaming process accessed on the home page of the district website <https://www.lakewoodpiners.org/lakewood>. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised submission date and time.

Proposals that are submitted are to be sealed. Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated.

The Board requires one original and one duplicate copy of the Proposal Package as well as a copy on a CD Rom or Flash Drive. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the Proposal packet, exactly as submitted. Failure to properly label the Proposal envelope may lead to the rejection of the proposal. The Board of Education does not accept electronic (e-mail) submissions of bids or proposals. 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 this advertisement. (N.J.S.A. 18A:18A-21(b)).**

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.

A **Security Specialist** is posted at the reception area from 8:00 a.m. to 4:00 p.m. Monday thru Friday and will accept any Proposal Packages which are hand delivered. Respondents using this option should consider submitting Proposals prior to the advertised date and time, to insure receipt by the Assistant Business Administrator by the deadline. No Proposals will be accepted after the scheduled time of the Proposal opening. There will be no personal contact with district officials during the hand delivering of bids until further notice.

### **PRE-PROPOSAL CONFERENCE MEETING**

**There will be a pre-Proposal meeting held on Tuesday, May 31, 2022@ 11:00 a.m.**  
**While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held via zoom:**

#### **Join Zoom Meeting**

<https://us02web.zoom.us/j/86289814114?pwd=dDBHa1RodThVdVd1NkNNNmFJSG1SZz09>

**Meeting ID: 862 8981 4114**

**Passcode: L9z9V6**

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 Contractor 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 of proposer 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 immaterial informalities or exceptions that may be in the best interest of the Board, 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.

**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:

<b>Federal Program</b>	<b>Percentage of the Total Cost of Bid</b>
Title I, Title III, Title IV	Twenty Six Percent (26%)

The estimated dollar amount of Federal Funds to be used for this contract is estimated to be  
**\$8,319,236**

The estimated dollar amount of non-Federal funds to be used for this contract is estimated to be  
**\$23,478,892**

**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 bid package. Bidders shall be responsible for the completion, execution and submission of all required certification documents.

**KEVIN CAMPBELL**  
**Assistant School Business Administrator/Board Secretary**

## **STANDARDS OF CONDUCT; CONFLICTS OF INTERESTS ETHICS IN PURCHASING**

The Lakewood Board of Education, pursuant to **Federal Regulation 2 CFR 200.318 (c) (1)**, hereby establishes the following *Standard of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

### **Conflict of Interest**

No employee, officer, or agent of the 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.

### **Financial Interest; Involvement in Contracts**

No person officially connected or employed with, the Board of Education shall be an agent for, or be in any way pecuniarily 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 Gifts and Gratuities from Contractors**

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors 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 things 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 (e).

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

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 thing of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family. 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 the 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.

**Debarred and Suspended Vendors—2 CFR Appendix II Section (H)**

The District notifies all vendors and contractors that a contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). Debarment and Suspension. (Ref. 2 CFR 200.212).

**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 and the New Jersey Department of Education.

The Standard of Conduct; Conflict of Interest policy and procedures pertains to all purchases made by the district when using Federal Funds.

**LAKEWOOD BOARD OF EDUCATION  
PROPOSAL CHECKLIST**

**A. Documents to be Returned with Proposal**

1. Acknowledgment of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership
10. Federal Contract Provisions Certifications

The documents listed above are to be submitted with the Proposal Package. Failure to meet the requirements of the Request for Proposal may result in the Board of Education disqualifying the vendor from further consideration pursuant to N.J.S.A. 18A:18A-4.5 (b). Under no circumstances shall the provisions of a Proposal be subject to negotiation by the Board of Education.).

**B. Reminder Checklist**

As a courtesy, the Office of the School Business Administrator/Board Secretary 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 Proposal Package.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Proposal Package for your records?		
7. Did you correctly address the envelope? (Page 8 Item #2)		
8. Have you allowed ample time for the Proposal to reach the Business Office?		



# Competitive Contracting

## GENERAL SPECIFICATIONS



**Kevin Campbell**

Assistant School Business Administrator/Board Secretary



## LAKESWOOD BOARD OF EDUCATION

### COMPETITIVE CONTRACTING/REQUEST FOR PROPOSALS (RFP)

#### NONPUBLIC INSTRUCTIONAL SERVICES / TITLE I, III, IV AND CHAPTER 192/193

##### PROPOSALS ARE TO BE SUBMITTED TO:

##### **Kevin Campbell**

Assistant School Business Administrator/Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

BY: **10:00** a.m. PREVAILING TIME

ON: **Tuesday, June 14, 2022**

The proposals may be delivered by mail, delivery service or hand delivery. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed and the contents announced at the Proposal opening meeting.

Proposals must be placed in a ***sealed*** envelope/package and clearly marked with the Title of Proposal and the Proposal Number 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 digital copy on CD Rom or Flash Drive. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the Proposal packet, exactly as submitted.

##### **Envelope Label Information**

All respondents are to clearly label the cover of the sealed envelope as follows:

Title:	<b>NONPUBLIC INSTRUCTIONAL SERVICES / TITLE I, III, IV AND CHAPTER 192/193</b>
CC Number	<b>CC 02-2223</b>
Name and Address Respondent	
CC Due Date:	<b>Tuesday, June 14, 2022</b>
CC Deadline Time:	<b>10:00 a.m.</b>

Failure to properly label the Proposal envelope may lead to the rejection of the Proposal! To ensure there is "social distancing" amongst all parties in the Proposal opening, the opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised Proposal submission date and time. There will be no public attendance at the Proposal opening meeting.

## Purpose

The Board of Education is soliciting requests for proposals (RFP's) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for **NONPUBLIC INSTRUCTIONAL SERVICES / TITLE I, III, IV AND CHAPTER 192/193**

### 1. AFFIRMATIVE ACTION REQUIREMENTS

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 contractor 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 the submission of the proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the proposal.

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

### Sample Certificate of Employee Information Report


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**

  
**State Treasurer**

**VOID**

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

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

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

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

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

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

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

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

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which

such person is discriminated against or intimidated in violation of the provisions of the contract; and

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

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

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

Any contract awarded under this request for Proposal 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, subject, however, to the extension pursuant to N.J.S.A. 18A:18A-36(a).

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

Pursuant to N.J.S.A. 52:32-44, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor 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 companies providing responses for requested proposals are requested but not required 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 the contract will result in the rejection of the proposal.**

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Board of Education with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- 1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- 3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online.

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

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

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

## Sample Business Registration Certificates

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b> <b>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 262 TRENTON, N.J. 08646-0262
<b>TAXPAYER NAME:</b> TAX REGISTRATION TEST ACCOUNT <b>TAXPAYER IDENTIFICATION#:</b> 970-097-382/500 <b>ADDRESS:</b> 847 ROEBLING AVE TRENTON NJ 08611 <b>EFFECTIVE DATE:</b> 01/01/01 <b>FORM BRC(08-01)</b>	<b>TRADE NAME:</b> CLIENT REGISTRATION <b>SEQUENCE NUMBER:</b> 0107230 <b>ISSUANCE DATE:</b> 07/14/04 <div style="text-align: right; margin-top: 10px;">   <small>Acting Director</small> </div>	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b> 20041014112823533	

### 8. CERTIFICATE (CONSENT) OF SURETY NOT REQUIRED

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

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

### 10. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or

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

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

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

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor 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.

- **Federal Contracts**

Contractors and vendors having federal contracts for School Food Authority shall provide access to their records to duly authorized representatives of the district, New Jersey Department of Agriculture and the United States Department of Agriculture, when applicable.

## **11. COORDINATION OF ACTIVITIES**

The Assistant School Business Administrator/Board Secretary will coordinate the procurement activities for this proposal.

## **12. 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 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 service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and

NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

**13. DEBARMENT, SUSPENSION, DISQUALIFICATION N.J.A.C. 17:19-1.1 et seq.; 2 CFR Appendix II, Section (H); 2 CFR 200.318(h)**

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](http://www.state.nj.us/treasury/debarred)). Pursuant to any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to submit a sworn statement indicating whether the entity listed on the Proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

**14. DOCUMENTS, MISSING/ILLEGIBLE**

The respondent shall familiarize himself with all forms\* (listed below) provided by the Board that should 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.

**15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the Proposal Package may be cause for disqualification pursuant to N.J.S.A. 18A:18A-4.5(b). Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

**\*Forms provided by the Board of Education**

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

\*Please check your RFP package for these forms!



## **16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The respondent, by submitting a Proposal, acknowledges that he has carefully examined the Proposal specifications, documents, addenda (if any), and the site; 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.

## **17. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97 (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 \$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. 2C:21-34, et seq. governs false claims and representations by proposers/contractors. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- 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 the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **18. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS NOT REQUIRED**

## **19. FORCE MAJEURE**

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

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

## **20. GENERAL CONDITIONS**

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

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

- **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).

- **Contracts**

Upon notification of the award of the contract by the Board of Education, the successful vendor shall sign and execute a formal agreement between the board and the successful 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 contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

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

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

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

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

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

The Board of Education is the final authority in awarding renewals of contracts.

- **Term of Contract**

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

- **Deadline for Submitting Proposals**

All proposals shall be addressed to:

**Kevin Campbell**

Assistant School Business Administrator/Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

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

**Tuesday, June 14, 2022  
10:00 a.m.**

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

Number of Copies to be submitted -- One (1) Original; One (1) Copy

The District requires one (1) original Proposal and one (1) copy to be submitted at the Proposal date and time. As well as a digital copy on a CD Rom or Flash Drive. Other instructions on submission may be found in the technical specifications.

**21. INSURANCE AND INDEMNIFICATION REQUIRED**

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, 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 with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

When required, the vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins. The certificate holder shall be as follows:

**Lakewood Board of Education**  
c/o School Business Administrator/Board Secretary  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

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

**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 to the Board of Education. 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

**Indemnification**

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

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort of incident to the work, including property damage caused by him or his workers or by any subcontractor employed by him or any of the subcontractor's workers.

**22. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. Attendance at the Pre-Proposal Conference is strongly recommended. Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package.

Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary 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 addenda to the specifications. The addenda 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.

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

The Lakewood Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—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/Bidders 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 section 4 of P.L.2012, c.25 (C.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 paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders 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, to complete, sign and submit with the proposal.

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

### **24. LIABILITY – COPYRIGHT**

The contractor 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.

## **25. NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. 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 bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Proposal.

The 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 with the Proposal response.

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

## **26. PAYMENTS**

Every effort will be made to pay vendors and contractors within sixty (60) days from the receipt of the goods or the rendering of services and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including but not limited to:

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract.

## **27. PERFORMANCE BOND**

**NOT REQUIRED**

## **28. 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](http://www.elec.nj.us).

- Chapter 271 Political Contribution Disclosure Form

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

- 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 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 contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed 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 contractor's submission and is disclosable to the public under the Open Public Records Act.

## **29. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

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

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

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

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

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

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

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

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

**The Chapter 271 Political Contribution Disclosure Form should be submitted with the response to Proposal but in no event than ten (10) days prior to the award of contract. Failure to provide the completed and signed form may be cause for disqualification of the vendor.**

### **30. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

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

[Pre-Employment Resources P.L. 2018, c. 5 \(nj.gov\)](https://www.nj.gov/education/pre-employment-resources/)

### **31. PRESENTATION AND INTERVIEWS**

The Board of Education may at its option, require respondents of its choice to attend interviews to provide the opportunity for the vendors to provide clarification regarding their submission. This process, pursuant to N.J.A.C. 5:34-4.3(d)(3), 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)

### **32. PRE-SUBMISSION OF PROPOSAL MEETING**

**There will be a pre-Proposal meeting held on Tuesday, May 31, 2022@ 11:00 a.m.**  
**While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held via zoom:**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86289814114?pwd=dDBHa1RodThVdVd1NkNNNmFJSzZ09>

**Meeting ID: 862 8981 4114**

**Passcode: L9z9V6**

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.



### **33. 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.

### **34. 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 contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health  
Workplace, Health and Safety  
Right to Know Unit  
CN 368  
Trenton, New Jersey 08625-0368

### **35. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. 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.

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

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

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

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

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

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

### **37. 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. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, service or equipment.

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

### **38. TERMINATION OF CONTRACT**

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

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor 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.

### **39. WITHDRAWAL OF PROPOSALS**

- **Before The Proposal Opening**

The School Business Administrator/Board Secretary may consider a written request from a respondent to withdraw a Proposal if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the Proposal opening. Any respondent who has been granted permission by the School Business Administrator/Board Secretary 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/Board Secretary within five (5) business days after the Proposal opening. A request to withdraw a Proposal after the specified number of days will not be honored.

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

The request to withdraw a Proposal after the Proposal opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if applicable) 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 contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the Proposal withdrawn, the request to withdraw the Proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.

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

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

**Federal Program**  
Title I, Title II and Title III

**Percentage of the Total Cost of Bid**  
Twenty Six Percent (26%)

The estimated dollar amount of Federal Funds to be used for this contract is estimated to be  
\$8,319,236

The estimated dollar amount of non-Federal funds to be used for this contract is estimated to be  
\$ 23,478,892

**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 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))



**Kevin Campbell**  
Assistant School Business Administrator/Board Secretary

*To be completed, signed below and returned with proposal.*

**Proposal Form**

**NONPUBLIC INSTRUCTIONAL SERVICES / TITLE I, III, IV AND CHAPTER  
192/193**

CC 02-2223

Date: Tuesday, June 14, 2022 @ 10:00 a.m.

I hereby submit the following Proposal for Nonpublic Instructional Services/Title I, Title III, Title IV and Chapter 192/193 Funding.

**LINE ITEM 0001**

**\*The cost for this service is determined by the State of New Jersey.**

**LINE ITEM 0002, 0003 and 0004**

- Hourly rate for MA certified teacher: \$\_\_\_\_\_
- Hourly rate for BA certified teacher: \$\_\_\_\_\_
- Hourly rate for Paraprofessional/Substitute: \$\_\_\_\_\_
- Hourly rate for Licensed Clinical Social Worker, Licensed Professional Counselor, Psy. D. or Ph. D. in Psychology: \$\_\_\_\_\_
- Hourly rate for Licensed Social Worker or Licensed Addiction Counselor: \$\_\_\_\_\_
- Hourly rate for ESL certified teacher (for Title III only): \_\_\_\_\_ :  
\$\_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_ Tax ID No. \_\_\_\_\_

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

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

**To be completed, signed and returned with Proposal**

**ACKNOWLEDGEMENT OF ADDENDA**

**Proposal Number**      **CC 02-2223**

**Proposal Date: Tuesday, June 14, 2022**

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.

**ADDENDA NO.**

**ISSUING DATES**

_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDA RECEIVED**

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

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

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

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

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

**To be completed, signed and returned with Proposal**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Proposal No. **CC 02-2223**

Proposal Date: **Tuesday, June 14, 2022**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

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

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

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

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

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

Click on "AA 302 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

The complete mailing address may be found on the Instructions page of Form AA-302.

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

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

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

Signature \_\_\_\_\_

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

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

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

## **To be completed, signed and returned with Proposal**

### **ASSURANCE OF COMPLIANCE**

#### **Contact with Students**

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, a safe educational environment. To this end, the district is requiring all bidders 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 service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

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

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and 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 proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

#### **Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection

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

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

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

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



**To be completed, signed and returned with Proposal**

**LAKEWOOD BOARD OF EDUCATION**

**Chapter 271**

**POLITICAL CONTRIBUTION DISCLOSURE FORM  
(Contracts that Exceed \$17,500.00)**

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**

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

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 \_\_\_\_\_

CC No. 02-2223

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

- 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 contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

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

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

**County Name: 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:      Commissioners                      County Clerk                      Sheriff                      Surrogate

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

Barneгат Light Borough	Jackson Township	Pine Beach Borough
Barneгат Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Township	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

**Boards of Education (Members of the Board):**

Barneгат Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Township	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Mantoloking	Stafford Township
Island Heights Borough	Ocean Gate Borough	Toms River Regional
Jackson Township	Ocean Township	Tuckerton Borough
Lacey Township	Pinelands Regional	

**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 and returned with Proposal**

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

Proposal Number **CC 02-2223**

Proposal Date: **Tuesday, June 14, 2022**

**Title of Proposal**

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

**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 things 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. N.J.A.C. 17:19-4.1 et seq. and **2 CFR Appendix II, Section (H); 2 CFR 200.318(h)**  
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**

**LAKEWOOD BOARD OF EDUCATION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

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

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 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/Bidders 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.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

**Version REV. 2.1 2021**

**This form is to be completed, certified and submitted prior to the award of the contract.**

**To be completed, signed and returned with Proposal**  
**NON-COLLUSION AFFIDAVIT**

**NONPUBLIC INSTRUCTIONAL SERVICES/ TITLE I, TITLE III,**  
**TITLE IV AND CHAPTER 192/193**

**CC No. 02-2223**

**Proposal Date: Tuesday, June 14, 2022**

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Position in Company Name of Company

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 bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

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

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

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

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

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

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

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

SEAL

STAMP

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

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

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

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

#### **PART IV CERTIFICATION**

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

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

**This statement shall be completed, certified to, and included with all 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 contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.**

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

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

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

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

# Form of Contract Agreement Acknowledgement

## To All Potential Respondents,

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. The vendor or firm to whom a contract is awarded by the board will have to adhere to the terms and conditions of the 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.

## 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 board of education 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 after the award of contract.

_____ Name	_____ Official Title
_____ Signature	_____ Date

A final note: This is not the formal contract agreement with the board. The actual formal contract agreement will be sent to the successful vendor or firm to whom a contract is awarded. The formal contract agreement will be sent after the board meeting and must be executed by both parties within twenty-one (21) days. 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.

## AGREEMENT

### NONPUBLIC SCHOOL INSTRUCTIONAL SERVICES FOR TITLE I, TITLE III, TITLE IV AND CHAPTER 192/193

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and \_\_\_\_\_, (the "Contractor"), whose address is \_\_\_\_\_.

## WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide **Nonpublic Instruction/Title I, Title III ESL, Title IV and Chapter 192/193**

WHEREAS, the Board advertised for proposals **Nonpublic Instruction/Title I, Title III ESL, Title IV and Chapter 192/193**

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

WHEREAS, on \_\_\_\_\_, 2022, the Board passed a resolution awarding such services to the Contractor; and

WHEREAS, it is the intention of both the Board and the Contractor to enter into an Agreement whereby the Contractor will provide the Services to students identified by 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 Contractor and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

The entire Scope of Services for CC 02-2223 for Title I, Title II, Title III and Chapter 192/193 are to be appended to this contract and 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.

**In addition:**

- The Provider shall fully indemnify the Board 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 Provider herein, its agents, employees, or assigns.
- Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings occur that would impact on State and/or Federal aid and/or any monies of the District. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2021 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.
- The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.
- The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. The provider will fully cooperate with said monitoring and provide any and all documentation/data requested and shall be responsible for a proportionate cost of same with any and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled.

**Affirmative Action**

The contractor/provider 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. (Copy Attached)

**Anti-Discrimination Provisions—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any 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 contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

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

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

#### **Assignment of Contract**

The contractor/provider shall not assign, transfer, or sublet this agreement, or any rights and responsibility in this agreement without written consent from the board of education.

#### **Availability of Funds**

The parties recognize that payments by the District to the Contractor/Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor/Provider is aware that the District's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If the District, 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 District and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.

#### **Business Registration**

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.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, 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," P.L.[1966, c.30](#) (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

## **Compliance with Laws**

The Contractor/Provider shall comply with, and require that anyone providing the Services on behalf of the Contractor/Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal-laws, rules, ordinances, regulations and

codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement. The Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall, without limitation of the aforementioned, comply with the (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1, *et seq.*, and the Family Education Rights Privacy Act, 29 U.S.C. 1232g, and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as re-codified in N.J.A.C. 6A:7-1, et seq., Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, the Individuals with Disabilities Education Improvement Act, Part B ("IDEA"), 20 U.S.C. 1400 et seq., Education Department General Administration Regulations (EDGAR) 34 CFR Parts 74-82 and 97-99, and N.J.S.A. 18A:46-19.1, *et seq.* (Chapter 193 Laws of 1977), N.J.A.C. 6A:14-4.9 and any and all rules, waivers, regulatory guidance and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

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, upon 30 days' notice to the Contractor/Provider. In addition, all Services provided under this Agreement must supplement, rather than supplant, 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, Contractor/Provider agrees to refund to the Board any amounts paid to the Contractor/Provider for such non-compliant Services.

## **Confidentiality**

To the extent the services require the Contractor/Provider to receive any confidential student information during the provision of the services, the Contractor/Provider agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by the Contractor/Provider except as permitted by the terms of this Contract to subcontractor/Providers whose services are necessary for the Contractor/Provider to carry out its services and only then to subcontractor/Providers who have agreed to maintain the confidentiality of the data to the same extent required of the Contractor/Provider under the terms of this Agreement.

The Contractor/Provider shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all District data received from, or on behalf of the District. These measures shall be extended by contract between the Contractor/Provider to all subcontractor/Providers used by the Contractor/Provider who may encounter District data.

## **Conflicts of Interest.**

The Contractor/Provider certifies that no officer or employee of the Board of Education or his/her immediate family members are directly or indirectly interested in this Contract or have any interest in any portions of profits thereof. Any or all potential conflicts shall be immediately reported to the School Business Administrator.

## **Contracted Service Provider —Pre-Employment Requirements--Child Abuse/Sexual Misconduct**

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

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

## **Criminal History Background Check**

Contractor/Provider shall ensure that a Criminal History Background Check conducted by the New-Jersey Department of Education has been completed for anyone providing the Services hereunder as required by N.J.S.A. 18A:6-7.1 et seq., prior to the commencement of Services for the Agreement. Contractor/Provider shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Contractor/Provider fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein. The cost of any such background check shall be borne by the Contractor/Provider and/or its employees.

## **Default**

In the event the Contractor/Provider fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor/Provider shall be deemed to be in default of this Agreement and the Board 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 Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

## **Dispute Resolution**

Any and all claims, disputes or other matters in question between the Board and Contractor/Provider arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. The Contractor/Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial- by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor/Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then" the Contractor/Provider

agrees that the Contractor/Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Contractor/Provider, or among the Board, Contractor/Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section

### **Entire Agreement**

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor/Provider's retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification.

### **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.

### **Full Force and Effect**

The Contractor/Provider agrees that the consideration set forth in the agreement shall remain full force and effect for the entire term, regardless of any and all increases in costs to the Contractor/Provider, regardless of whether such increased costs occur as a result of any rule, regulation, statute or requirement of any government agency.

### **Harassment, Intimidation and Bullying**

Pursuant to *N.J.S.A. 8A:37-16*, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

### **Independent Contractor/Provider/Assignment**

A. The parties agree that the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider is an independent Contractor/Provider 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, the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall at all times remain in an independent Contractor/Provider relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of wages, benefits or taxes or pension contributions of Contractor/Provider or any employees of the Contractor/Provider. Contractor/Provider represents that he/she/it is not an employee of the Board according to the rules and regulations of the New Jersey State Department of



Treasury, Division of Pensions and Benefits. Should a court or agency of competent jurisdiction determine that Contractor/Provider's services, or the services of its employees, do not

qualify it or its employees as independent Contractor/Providers, Contractor/Provider shall indemnify and hold the board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc., for which the Board may be held responsible

B. The rights and responsibilities under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated its duties or monies to come due hereunder, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Board.

### **Insurance Requirements**

A. Contractor/Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

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 Contractor/Provider shall maintain for no less than six (6) years following completion of Services.

B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the 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 Board of Education as an additional insured under any policies required to be provided pursuant to this section.

The Contractor/Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees 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 or failure of

the Contractor/Provider arising out of or relating to the terms of this Agreement by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; and (c) the Contractor/Provider's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor/Provider's Services.

In carrying out provisions of this contract or in exercising any power or authority granted them by their position, there shall be no liability upon the Board and his authorized representatives or assistants, either personally or as officials of the Board, it being understood that in such matters they act as agents and representatives of the Board.

#### **Iran Certification of Non-Involvement in Prohibited Activities**

Pursuant to *N.J.S.A. 52:32-58*, the Contractor/Provider certifies that neither the Contractor/Provider, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*.

#### **Licensure**

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor/Provider shall provide the Board, if requested, with copies of documentation confirming that Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

#### **Payment Process**

The Contractor/Provider will bill the District by monthly duly verified invoices. The invoices shall seek payment only for actual services rendered. The District will pay all invoices from the within 30 days of receipt and verification of a properly completed invoice and supportive documentation submitted ten (10) days prior to the current month's School Board meeting. In no event shall the contractor/provider be entitled to interest on any overdue payment. The bill must be submitted no later than thirty (30) days after delivery of the services.

Payment is conditioned upon proper execution by the Contractor/Provider of District vouchers and other documents which may be required for the proper fiscal management of the public school District. Please note: the Board of Education shall approve of all payments prior to any checks being issued to the Contractor/Provider.

#### **Program Performance**

A. Contractor/Provider shall perform all of the services consistent with the specifications of the district's request for proposal.

B. Contractor/Provider shall inform the Board, in writing of all conditions that may negatively affect the performance of Services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Contractor/Provider to correct the problems and when corrective action was, or will be, taken. Board representatives may make site visits to inspect the Services and to review the Contractor/Provider's books and records relating to the provisions of the Services, review program effectiveness and may interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

All services to be provided under this Agreement shall be in accordance with the specifications contained within the request for proposals for such services, as issued by the Board of Education, and in the Contractor/Provider's response to same.

### **Political Contributions—Pay to Play**

#### *Annual Disclosure*

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

#### *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.

### **Record Keeping—Access and Maintenance**

The Contractor/Provider is to comply with all laws and regulation as it pertains to record keeping—access to records and maintenance of records.

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

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

#### *Maintenance of Contract Records—N.J.A.C. 17:44-2.2*

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or

services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **Renewal of Contract (If Applicable)**

Thereafter, this Agreement is subject to two (2) one-year extensions or one (1) two year extension, at the District's option subject to the conditions set forth herein. Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and 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; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o). Any renewal of contract and/or multi-year contract is subject to the availability of funds. If funds are not available the board may cancel the contract.

### **School Ethics Act--Compliance**

Contractor/Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on its behalf are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

### **Specifications; Proposal**

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

### **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. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation--Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment. The board does not issue an ST-5 Tax Form.

### **Termination.**

Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.

Termination for Convenience. The District may terminate this Agreement at any time upon giving ten (10) days' prior written notice to the CONTRACTOR.

Notwithstanding the above, the Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

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

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

#### **Subject to Board Approval**

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their authorized representatives.

**For the Contractor/Provider:**

**For the Board:**

\_\_\_\_\_  
**President/Officer/Official**                      **Date**

\_\_\_\_\_  
**Board President**                              **Date**

\_\_\_\_\_  
**Secretary/Witness**                              **Date**

\_\_\_\_\_  
**School Board Secretary**                      **Date**

To All Respondents

**REMINDER!**

Did you sign all of the 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, rubber stamp, electronic or digital signatures.

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

**Kevin Campbell**

Assistant School Business Administrator/Board Secretary

**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 A

Attachment B

Attachment C

Certification of Non-Debarment

**SUBMIT FORMS WITH PROPOSAL**



**Kevin Campbell**

Assistant School Business Administrator/Board Secretary

## **Federal Contract Requirements/Certifications**

The Board of Education and the Contractor 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 Contractor 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 contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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 contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3)** The contractor 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 contractor's legal duty to furnish information.

**(4)** The contractor 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 contractor'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 contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractors and sub-contractors 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 contractor 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 contractors and subcontractors 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 contractors 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 Contractor intends to let any subcontracts for a portion of the work, Contractor 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) Contractor 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 – Contractors and Subcontractors 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 contractor 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, contractors 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, contractors 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 contractor 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 contractor or subcontractor 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 contractor and any subcontractor 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor 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 contractor 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 contractor 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)**

Contractors 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)

Contractors 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 Contractor 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)**

Contractor 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. Contractor shall at all times comply with 31 U.S.C. § 1352.

### **Energy Efficiency Standards**

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

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

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

## 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 Contractors**

The officers, employees, and agents of LAKEWOOD BOARD OF EDUCATION may neither solicit nor accept gratuities, favors, gifts or anything of monetary value from contractors 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)



**Contractor/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**

**ATTACHMENT B**  
**CERTIFICATION REGARDING LOBBYING**

**Complete, Sign & Return**

**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:

---

**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/CONTRACTOR INFORMATION	
Individual, Company/Firm Name	
Address of Individual, Company/Firm	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> 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 <b>Board of Education</b> 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 <b>Board of Education</b> to notify the <b>Board of Education</b> 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 <b>Board of Education</b>, permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Complete, sign and return with contract/proposal.

LAKESWOOD BOARD OF EDUCATION



# **Competitive Contracting Request for Proposal**

## **TECHNICAL SPECIFICATIONS**



**Kevin Campbell**  
Assistant School Business Administrator/Board Secretary

**LINE ITEM 0001**

**TECHNICAL  
AND MANAGEMENT  
CRITERIA**

## LAKEWOOD BOARD OF EDUCATION

### **LINE ITEM 0001 - Chapter 192/193 Instructional Services**

#### **A. Purpose**

The Lakewood Public School District is seeking proposals from qualified respondents to provide 192/193 Instructional Services to Nonpublic Students enrolled in an approved Nonpublic School.

Chapter 192 programs (Auxiliary Services) provide nonpublic school students with services designed to assist pupils who have academic needs that prevent them from succeeding in regular school programs, including compensatory education for Math and language arts literacy (supplemental to the regular programs), English as a second language, and home instruction. Chapter 193 programs (Remedial Services), provide nonpublic school students with supplementary instruction in math, language arts and speech-language services.

New Jersey's Chapter 192 and Chapter 193 programs are provided to eligible students enrolled full-time in nonpublic elementary and/or secondary schools in New Jersey.

#### **B. Background of School District**

Lakewood Public School is a diverse educational community of students, staff and parents that work cooperatively to create a positive and safe environment where all students learn and reach their full potential through an academic emphasis on the New Jersey Student Learning Standards. We recognize that all students are unique and that their differences are to be respected and lauded. Our general education and special education plans implement inclusive practices and programs; make use of pupils' needs, abilities and interests; and emphasize basic skills in mathematics, critical thinking, and oral and written communication. We modify programs and offer supports as necessary to assure access and progress for students with disabilities in the general education programs; help students reach their full potential; and promote intellectual, physical, moral, social and cultural growth through curricular and co-curricular programs available to all.

The Lakewood School District seeks to provide high quality Chapter 192/193 Services to all nonpublic students who are eligible. The nonpublic community is fast growing and this program services approximately 25,000 students across over 100 nonpublic schools. The Lakewood School District has ensured fluidity in programs by the Chapter 192/193 office working closely with vendors and schools and conducting daily site visits to ensure only the highest quality of programming.

#### **C. Scope of Services (Technical Criteria):**

##### **192 Instructional Services Program Requirements:**

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.
2. Services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A -1et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.- and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

3. The Agency/Service Provider shall maintain a copy of all documents submitted to the Board of Education for audit purposes. The Agency/Service provider cannot begin services until all forms have been approved by the Board of Education and transmitted the approval to the Agency/Service Provider.
4. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the “Non-Public School Auxiliary Report” (see N.J.S.A. 18A:6-4).
5. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(I).
6. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
7. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.
8. The Agency/Service Provider shall prepare and provide to the District the “Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services” for submission to the Department of Education, Office of Finance, and to the County Superintendent.
9. The Agency/Service Provider agrees to gather the testing data required to determine student eligibility from each of the participating nonpublic schools. The district is not responsible for the cost of testing.
10. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.
11. The Agency/Service Provider will provide an external digital copy and hard copy of the teacher and student schedules and attendance. This will be submitted along with the monthly bill.
12. The Agency/Service Provider will provide monthly teacher and student schedules for all services due on the first of the month.
13. The Agency/Service Provide will provide on a monthly basis, for each service, the number of students who were serviced during the month and the number of students who were exited from the program.
14. Students receiving services shall be scheduled and seen for a minimum of one 30 minute session per week per service. Services can be provided in a push-in or pull-out model. However, students may not miss more than 60% of any class between all grant funded services.
15. The Agency/Service Provider will not be responsible to provide services to students during Holidays that are on the school’s calendar and during weather-related school closures.
16. In the event of a class cancellation by the school, vendors shall provide written confirmation from the school that class has been canceled with a valid explanation. Two class cancellations in a month will render students unbillable. Vendors will be responsible for communicating with schools to ensure the continuity of services.
17. The Agency/Service Provider is responsible for providing substitute teachers in the event that the 192/193 teacher is absent.



18. The Agency/Service Provider shall prepare, and manage the submission of any and all required application forms, including, but not limited to, "Form 407-1" and eligibility criteria in a timely fashion, as outlined by the Board of Education. Students receiving Comp Ed Math, Comp Ed Reading, and/or ESL services must have a copy of the test and scoring sheet used by the testing company attached.
19. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.
20. The Agency/Service Provider will provide all required materials to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units, the units purchased by the school district shall become property of the school district.
21. The Agency/Service Provider shall provide monthly bills and must be submitted no later than thirty (30) days after the services have been provided to the district's Chapter 192/193 Office. In addition, a certification shall be attached to all billings that the bills are accurate and in accordance with all applicable laws and regulations. The district will not assume responsibility for payment of services when documentation is not submitted accurately or within the deadlines set forth.
22. The Agency/Service Provider shall provide any and all technical support to the school district for any and all audits of the service provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit findings and will be responsible for any and all litigation or appeals of any and all audit findings. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and for federal aid.
23. Compensatory Education (Math/English Language Arts Literacy) and English as a Second Language services must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)
24. Requirements subject to change based on updated manuals and monitoring reports.
25. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.

#### **Chapter 192 Compensatory Education (Math/English Language Arts Literacy)**

1. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in Communications (Reading and/or Writing) and Computation (Mathematics). (N.J.A.C. 6:8).
2. Compensatory Education Services shall be supplemental to the regular instruction in English, language arts, and math.

3. The nonpublic school is responsible for administering any assessments and providing to the local district or third-party provider all information for determining eligibility.
4. With regards to Compensatory Education services, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing and mathematics with the cost of the same to be borne exclusively by the Agency/Service Provider. The assessment shall not be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests.
5. For grades K-2, eligibility for services shall be determined based upon the submission of
  - a 407-1 form
  - a Teacher Observation Form
  - a minimum of three (3) work samples collected over time (not from consecutive days)
  - two (2) tests with an accurate score

Samples must be original student work including students' names. Samples should be graded appropriately and exhibit a need for services.
6. For grades 3-12, eligibility for services shall be determined based upon the submission of
  - a 407-1 form
  - a comprehensive score that falls below the 40th national percentile (NP).

Scores that fall between 40 and 49 shall be considered when submitted with

  - a 407-1 form
  - a minimum of three (3) work samples collected over time (not from consecutive days)
  - two (2) tests with an accurate score
7. The Service Provider shall obtain the copy of the standardized test scores issued by the testing company, including a comprehensive score for both Math and English Language Arts, from each nonpublic school and provide to the district prior to submitting 407-1 forms for students in that school.
8. When using test scores to determine eligibility, only comprehensive scores will be considered.
9. The Service Provider shall develop and implement an individual student improvement plan for the students in need of compensatory education. The student improvement plan may be kept by the service provider, but must be returned to the district if the provider is terminated. An individual student improvement plan in reading, writing and/or mathematics addresses the student's needs, instructional program (goals and measurable objectives, frequency and duration, and also teaching techniques, materials, and resources), evaluation procedures that are used to measure progress toward performance standards, and exit criteria.
10. Students being serviced shall have the eligibility criteria as per the Board of Education criteria and in accordance with the *NJDOE Guidelines for Auxiliary and Remedial Services for Nonpublic School Students*.
11. The Agency/Service Provider is responsible for end of the year portfolios for Kindergarten, for each service the student receives. This portfolio must be kept each year and turned over to the district at the completion of each year. By the end of the Kindergarten year, the portfolio should include the following:

- Student's report card from nonpublic school
  - End of Year Progress Report / Reflection (completed by service teacher - one per service)
  - Continued Service Recommendation Form
  - Students standardized test(s) and scores (s) (if applicable)
  - Two (2) graded/corrected work samples for each month the student received services
- For students continuing services in the following year the following documentation will be needed:
- 407-1 form
  - Teacher Survey/Observation Form (one per service)
  - One (1) teacher test from May or June
12. The Agency/Service Provider is responsible for collection of End of Year Progress/Reflection Form and Continued Service Recommendation Form for all students serviced in first grade.
- For students continuing services in the following year:
- 407-1 form
  - Teacher Observation Form
  - Minimum of four (4) work samples collected over time (not from consecutive days), beginning in April. Work samples must be original, include students name and graded appropriately and include at least one work sample from each month of April, May, and June,
  - Two (2) tests that must have an accurate score and must be administered no earlier than May 1st.
13. The Agency/Service Provider is responsible for collection of End of Year Progress/Reflection Form for all students serviced in second grade.
- For students continuing services in the following year, the general eligibility criteria for Grade 3:
- 407-1 form with a comprehensive score
14. All end of the year paperwork (i.e. portfolios) is due to the district no later than July 15.

### **ESL - (English as a Second Language)**

1. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in English as a Second Language to eligible pupils identified as limited English proficient (N.J.A.C. 6A:15 et seq.).
2. With regards to English as a Second Language Services, the Agency/Service Provider shall notify the parents or guardians in their native language to ensure parental understanding of the process, their rights, and information needed on the 407-1 form.
3. The Agency/Service Provider is responsible for an Individual Student Improvement Plan for ESL that addresses the following:
  - The student's needs assessment in English Language Skills (oral comprehension, speaking, reading and writing)
  - Instructional program (goals and measurable objectives, frequency and duration and also teaching techniques, materials and resources)
  - Evaluation procedures that are used to determine progress toward performance objective
  - Criteria used for exiting the ESL Program
  - Exemptions from standardized test in English, if applicable

### **Chapter 193 Instructional Services Program Requirements:**

1. Agency/Service Provider shall provide Corrective Speech Services and Supplementary Instruction Services to eligible pupils who are enrolled full-time in a non-public school in accordance with New Jersey Department of Education Guidelines under P.L. 193, N.J.S.A. 18A:46-19.1 to 19.9.
2. The Agency/Service Provider shall be responsible to notify in writing, any and all non-public schools within the Lakewood School District, regardless of religious orientation, as to the availability of the services herein by no later than October 1 of the current school year and provide a copy of same to District's Chapter 192/193 office.
3. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Auxiliary Report" (see N.J.S.A. 18A:6-4).
4. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(I).
5. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
6. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.
7. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.
8. The approved Agency/Service Provider shall develop and implement an individual student improvement plan for each student serviced and collect data to monitor progress.
9. The Agency/Service Provider will prepare, complete and forward to the Director of Grants any and all forms required by the State of New Jersey, in a timely fashion in order to meet all district and state deadlines. Same will be "ready" to be directly transmitted to the State of New Jersey.
10. The Agency/Service Provider shall provide, upon request, reports and/or documentation/information requested by the Director of Grants.
11. The Provider agrees to gather the testing data required to determine eligibility and provide service plans outlining services in a timely manner. All service plans will be attached to students' 407-1 forms. Service plans must include duration of service plan, frequency page, signature page and applicable case notes and backup documents. Service plans that expire during the contract year must be updated before services can continue.
12. All submitted documentation must be clear and legible.
13. Copies of any and all assessments and notices referred to above shall be provided via certified mail (return receipt requested) where applicable to:
  - The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Director of Grants;
  - The school attended by the child in question, with a copy of the transmittal letter to the Director of Grants and; and
  - The Director of Grants.

14. Interim Reports of services shall be delivered by the Agency/Service Provider, on a monthly basis, to the Director of Grants.
15. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.
16. The Agency/Service Provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal by the due date for the submission of the Request for Proposal.
17. The Agency/Service Provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.
18. The Agency/Service Provider will provide an external digital copy and hard copy of the teacher and student schedules and attendance. This will be submitted along with the monthly bill.
19. The Agency/Service Provider will provide monthly teacher and student schedules for all services due on the first of the month.
20. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.
21. The Agency/Service Provider will provide all required materials to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units, the units purchased by the school district shall become property of the school district.
22. The Agency/Service Provider shall provide to the district's Chapter 192/193 Office monthly bills which must be submitted no later than thirty (30) days after the services have been provided. In addition, a certification shall be attached to all billings that the bills are accurate and in accordance with all applicable laws and regulations. The district will not assume responsibility for payment of services when documentation is not submitted accurately or within the deadlines set forth.
23. The Agency/Service Provider shall provide any and all technical support to the school district for any and all audits of the service provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit findings and will be responsible for any and all litigation or appeals of any and all audit findings. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and for federal aid.

24. Speech-Language services and Supplementary Instruction must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)
25. Students receiving services shall be seen for a minimum of one 30 minute session per week per service. Services can be provided in a push-in or pull-out model. However, students may not miss more than 60% of any class between all grant funded services.
26. The Agency/Service Provider will not be responsible to provide services to students during Holidays that are on the school's calendar and during weather-related school closures.
27. In the event of a class cancellation by the school, vendors shall provide written confirmation from the school that class has been canceled with a valid explanation. Two class cancellations in a month will render students unbillable. Vendors will be responsible for communicating with schools to ensure the continuity of services.
28. The Agency/Service Provider is responsible for providing substitute teachers in the event that the 192/193 teacher is absent.
29. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.
30. The dress code of instructors shall be adhered to. The dress code is below:

Appropriate dress for female staff:

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

## **Speech Language Services**

1. Speech-Language services include language, articulation, voice and fluency and are to be provided to a classified student in addition to the regular instructional program which is specified in the student's service plan.
2. Speech/language therapy classes will consist of no more than five (5) in a group experiencing similar articulation and language disorders.

## **Supplemental Instruction**

1. Supplemental Instruction grouping will consist of five (5) students or less exhibiting similar needs as identified in their Service Plans.
2. Supplementary instruction is provided to students with disabilities in addition to the primary instruction for the subject being taught. The program of supplementary instruction shall be specified in the student's ISP.

## **D. Management Criteria (Qualifications)**

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) submitted as of the due date for the submission of the Request for Proposal
2. The Agency/Service provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep the same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service provider will conduct criminal background checks of all staff, at their cost, and provide copies of the same, along with copies of applicable certifications, to the Director of Grants prior to the commencement of the school year.
3. All staff must possess the appropriate licenses by grade level and/or content area to provide the services and continue to possess those licenses during the term of the contract awarded. The providing services must have at a minimum, a provisional certificate appropriate to the grade and/or content/service.
4. Agency shall provide copies of all certifications to the school district by September 1 and subsequently upon hire of each teacher.
5. The Agency/Service Provider shall provide evidence of an effective record keeping system/platform.
6. The provider must have experience providing similar programs, preferably in the state of New Jersey, for at least five (5) years in at least three (3) districts.

## **E. Contract Period**

Contract for Chapter 192/193 Services will run from July 1, 2022 through June 30, 2024 with possible options for two additional years in single year increments (June. 1, 2024 through June 30, 2025) and (July 1, 2025 through June 30, 2026).

## **F. Coordination of activities**

All efforts and assessments of performance shall be coordinated through:

- Ben Lieberman, Director of Grants, Director of Grants; 732-364-2400 ext 7824,  
[blieberman@lakewoodpiners.org](mailto:blieberman@lakewoodpiners.org)
- Deanna Zimmerman, 192/193 Grants Data & Processing Assistant, Grants Secretary, 732-364-2400 ext 7821; [dzimmerman@lakewoodpiners.org](mailto:dzimmerman@lakewoodpiners.org)

## **G. Fee Schedule Payment**

1. The Agency/Service Provider will be paid on a Monthly basis based on the number of approved students serviced.
2. The Agency/Service Provider will be paid the state fee schedule less the six percent (6 %) administrative fee which will be retained by the Board.
3. Bills must be submitted no later than thirty (30) days after the service has been provided and must include the following items:
  - Alphabetic roster of students by service by school
  - Teacher Schedules
  - Signed timesheets (original)
  - Signed Rosters/Student Schedules of services (original)
  - A digital copy will also be provided to the Board of Education
4. Any open invoices for the fiscal year ending June 30<sup>th</sup> shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment in accordance with liquidation obligations dictated in the respective grants Invoices submitted after this time **WILL NOT BE PAID**.

## **H. Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the district's pre-determined, merit-based evaluation criteria as outlined within the RFP and Technical Specifications. The criteria for Line Item 001 commencing on page 71 as more specifically described in the "Evaluation Process" section, are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Component (determined by the State)



**LINE ITEM 0002**

**TECHNICAL  
AND  
MANAGEMENT  
CRITERIA**

## **LINE ITEM 0002 - Title I Basic Skills to Promote Academic Achievement for “at-risk” & Failing Children of Nonpublic Schools in Lakewood**

### **A. Purpose of Proposal**

The purpose of Title I is to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging State academic achievement standards and state academic assessments. The Lakewood Board of Education seeks qualified Clinics/Agencies to provide Title I Basic Skills to eligible private school students in grades Pre-Kindergarten through grade 12. The Title I program provides supplemental educational services so that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging State academic achievement standards and State academic assessments. Title I services or benefits must be secular, neutral and non-ideological.

### **B. Background**

The Lakewood Board of Education services over 100 nonpublic schools. About 98 percent of these schools are separated by gender, creating a unique target audience at each school.

### **C. Scope of Services (Technical Criteria)**

#### **Student Eligibility**

1. In order to receive Title I services, a student shall:
  - a. Attend a registered nonpublic school;
  - b. Reside in the Lakewood Board of Education attendance area;
  - c. Be identified as per the district’s eligibility guidelines below through multiple, educationally related, objective criteria, as failing or most at-risk of failing, to meet challenging State academic achievement standards.

## Title I Multiple Criteria Eligibility Requirements

Service	Grades Pre K-2	Grades 3-12
ELA	<p>A) Approved Eligibility for Comp Ed in ELA</p> <p><b>or</b></p> <p>B)</p> <ol style="list-style-type: none"> <li>1) District's ELA Teacher Referral Form</li> <li><b>and</b></li> <li>1) <u>3 Classroom Work Samples</u></li> <li><b>and</b></li> <li>2) <u>2 Classroom Teacher Assessments graded by the Classroom Teacher</u></li> </ol>	<ol style="list-style-type: none"> <li>1) District's ELA Teacher Referral Form</li> <li><b>and</b></li> <li>2) <ol style="list-style-type: none"> <li>i) ELA IOWA Score below 40th percentile</li> <li><b>or</b></li> <li>ii) Approved Eligibility for Comp Ed in ELA (for ELA IOWA Scores between the 40th and 49 percentile)</li> </ol> </li> </ol>
Math	<p>A) Approved Eligibility for Comp Ed in Math</p> <p><b>or</b></p> <p>B)</p> <ol style="list-style-type: none"> <li>1) District's Math Teacher Referral Form</li> <li><b>and</b></li> <li>2) <u>3 Classroom Work Samples</u></li> <li><b>and</b></li> <li>3) <u>2 Classroom Teacher Assessments graded by the Classroom Teacher</u></li> </ol>	<ol style="list-style-type: none"> <li>1) District's Math Teacher Referral Form</li> <li><b>and</b></li> <li>2) <ol style="list-style-type: none"> <li>i) Math IOWA Score below 40th percentile</li> <li><b>or</b></li> <li>ii) Approved Eligibility for Comp Ed in Math (for Math IOWA Scores between the 40th and 49 percentile)</li> </ol> </li> </ol>
Science	<ol style="list-style-type: none"> <li>1) District's Science Teacher Referral Form</li> <li><b>and</b></li> <li>2) <u>3 Classroom Work Samples</u></li> <li><b>and</b></li> <li>3) <u>2 Classroom Teacher Assessments graded by the Classroom Teacher</u></li> </ol>	<ol style="list-style-type: none"> <li>1) District's Science Teacher Referral Form</li> <li><b>and</b></li> <li>2) Science IOWA Score below 40th percentile</li> </ol>
Hebrew	<p>A) Approved Eligibility for Comp Ed in ELA</p> <p><b>or</b></p> <p>B)</p> <ol style="list-style-type: none"> <li>1) District's Hebrew Teacher Referral Form</li> <li><b>and</b></li> <li>2) District's Hebrew Assessment <u>administered by the classroom teacher</u></li> </ol>	<ol style="list-style-type: none"> <li>1) District's Hebrew Teacher Referral Form</li> <li><b>and</b></li> <li>2) <ol style="list-style-type: none"> <li>i) ELA IOWA Score below 40th percentile</li> <li><b>or</b></li> <li>ii) Approved Eligibility for Comp Ed in ELA (for ELA IOWA Scores between the 40th and 49 percentile)</li> <li><b>or</b></li> <li>iii) District's Hebrew Assessment <u>administered by the classroom teacher</u></li> </ol> </li> </ol>
SEL	<ol style="list-style-type: none"> <li>1) District's Additional Service Teacher Referral Form</li> <li><b>and</b></li> <li>2) Approved Eligibility for Title in ELA, Math, or Hebrew</li> </ol>	

2. Eligibility must be established by the school prior to a student receiving services. Supporting documentation must be submitted, at the latest, with the initial bill for that student.
3. Title I funds shall not be used to identify nonpublic school children who may be eligible to participate in the program, nonpublic school data shall be used for this purpose. The Lakewood Board of Education will not pay for any testing to identify eligible Title I students.

### **Student Services**

4. Students found eligible for both Chapter 192 Compensatory Services, as well as Title I Basic Skills, shall receive applicable Chapter 192 services first.
5. Services may be offered to all eligible Title I students in grades K through 12 in the following areas:

- a. English Language Arts (ELA);

- b. Mathematics;

- c. *Science*;

- d. Foreign Language;

- e. Counseling Programs;

*NOTE: Counseling Programs may be used to help remove barriers that may inhibit learning.*

- f. STEM – should the State and the Board of Education designate funds towards that purpose;

- g. ARTS – should the State and the Board of Education designate funds towards that purpose; and

- h. Early Transition Programs for grades PreK through 3 – should the State and the Board of Education designate funds towards that purpose.

6. Title I Instruction services shall be provided in blocks of sixty (60), but not less than twenty (20) minutes per day depending on school schedules and individual student needs. Title I counseling/mentoring programs shall be provided in blocks of up to sixty (60), but not less than fifteen (15) minutes per day depending on school schedules and individual student needs.
7. Title I service delivery methods may be in the form of pullout, extended day, or extended year models. During the school day, the program shall be in the form of pull-out only. Title I services **shall not** be provided through cooperative learning or co-teaching with private school staff.
8. Title I teachers may teach the skills the students are lacking, but they should not be working primarily on homework for the regular classroom. To facilitate the delivery of well-coordinated and high-quality services, Title I teachers, teachers of nonpublic school participants, and nonpublic school officials may meet with Lakewood Board of Education staff to discuss the design and development of the Title I program. One-on-one meetings between Title I teachers and nonpublic school teachers of Title I participants should also occur to ensure the Title I program supplements, and is well coordinated with, the

9. regular classroom instruction received by the nonpublic school participants. In the alternative, Title I services may be provided in the student's home ("in-home services"). In-home services shall only be
10. performed upon the written request of the student's parent. Written parental requests made to the nonpublic school or Contractor shall be provided to and approved by the Supervisor of Title I prior to the commencement of in-home services. If requested and performed, in-home services shall only commence after the close of the scheduled school day but in no case later than 7:00 p.m. except in extenuating circumstances.
11. Title I services shall be in addition to those services the nonpublic school already has in place and **not supplant** the primary instruction in any of the core academic areas from the regular classroom teacher. All participants shall receive their primary instruction in core academic areas from their regular classroom teacher first. Title I students shall receive regular instruction in the subject area for at least 40% of the class period. Eligible Title I participants shall receive instruction from their Title I teacher above and beyond their primary instruction.
12. The awarded respondents shall be responsible for gathering evaluation data of the Title I program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff Tri-annually (3 times per year). Reports shall document students' growth and must also document the number of students entering and exiting the program.
13. Instructional dollars generated by low-income nonpublic school children who reside in the Title I attendance area must be used for ***instructional services only***. Instructional costs shall be defined as teacher and paraprofessional salaries, including fringe benefits, instructional books, materials, and equipment necessary to implement the Title I program. Instructional books, materials and equipment shall be approved by Lakewood Board of Education staff prior to purchase.
14. Simply providing a private school with instructional materials and supplies is not an option because it is neither a proper Title I program, nor meets the equitability requirement.
15. Regulations require that the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title I funds. Equipment and supplies placed in a private school shall be used solely for Title I purposes and shall be removable from the nonpublic school, without remodeling the nonpublic school facility in the event that Title I services cease to exist or if removal of materials, supplies, equipment is necessary to avoid unauthorized use of the items for other than Title I purposes. Non-Title I nonpublic school children shall not use materials paid with Title I funds. Each item purchased with Title I funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable. This does not include materials purchased directly by the vendor. The district will not reimburse the contractor for books, materials and equipment needed in the performance of Title I Instructional Services. The price proposed should include all costs.
16. Educational services or other benefits, including materials and equipment, must be secular, neutral and non-ideological.
17. A paraprofessional providing instructional support must have a secondary high school diploma or its equivalent **and**
  - a. Completed at least two years of study at an institution of higher education; or
  - b. Obtained an associate's or higher degree; or
  - c. Received a NJ-established passing score on the ParaPro Assessment.
18. Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher. A paraprofessional works under the direct supervision of a teacher if:

- a. The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.
  - b. The Paraprofessional works in close and frequent proximity to the teacher. Proximity is defined as in the classroom in the presence of the Title I teacher.
19. Paraprofessionals may not work under the supervision of private school teachers.
20. A Title I program for nonpublic school participants staffed entirely by paraprofessionals shall not be permitted.
21. All staff must possess the appropriate licenses *and/or education level* by grade level and content area to provide the services and continue to possess those licenses during the term of the contract awarded. The providing services must have a standard certificate appropriate to the grade and/or content/service.
22. Agency shall provide copies of all certifications, transcripts, and degrees of all teaching staff paraprofessionals, and mental health professionals to the school district by September 1 of each year and subsequently upon hire of each teacher, paraprofessional, or mental health professional.
23. Counseling and school based mental health services must only be offered through a
  - a. Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology or a
  - b. Licensed Social Worker or Licensed Addiction Counselor working closely and in frequent proximity with a Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology.
24. Title I Services must comply with the NJDOE and USDOE Guidelines
25. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.
26. The dress code of instructors and/or counselors shall be adhered to. The dress code is below:

Appropriate dress for female staff:

  - Dresses and skirts must cover the knee with no slits.
  - Pants/shorts may not be worn.
  - No jeans or jean clothing of any color are acceptable.
  - Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
  - Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.

- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

#### **D. Qualifications of Respondent (Management Criteria)**

- 1) Each respondent must be independent of the nonpublic schools they service and any religious organizations.
- 2) Each respondent must be approved by the Commissioner of Education to provide supplementary instruction services.
- 3) Each respondent must provide the Lakewood Board of Education with a list of all staff working within the private schools they service. A current copy of each staff member's teaching certification and/or occupational license, along with proof of a completed background check from the New Jersey Department of Education Criminal History Review Unit, shall also be provided.

#### **E. Contract Period**

Services for - Title I Basic Skills to Promote Academic Achievement for “at-risk” & Failing Children of Nonpublic Schools in Lakewood will run from July 1, 2022 through June 30, 2024 with possible options for two additional years in single year increments (July 1, 2024 through June 30, 2025) and (July 1, 2025 through June 30, 2026).

#### **F. Coordination of Activities**

All efforts and assessments of performance shall be coordinated through:

Ben Lieberman, Director of Grants, Director of Grants; 732-364-2400 ext 7824,

[blieberman@lakewoodpiners.org](mailto:blieberman@lakewoodpiners.org)

- Russel Chizek, Title Grants Data & Processing Assistant, 732-364-2400 ext 7804;  
[rchizek@lakewoodpiners.org](mailto:rchizek@lakewoodpiners.org)

## **G. Fee Schedule – Payments**

- 1) Respondents are to submit a per hour rate.
- 2) All invoices shall be submitted by the fifteenth (30th) of the month following service delivery.
- 3) Invoices and supporting documentation should contain detail sufficient to ensure that costs are appropriately charged and should demonstrate they are not serving all children, but that they are focusing additional instruction on targeted Title I students only.
- 4) Contractor shall invoice based on the established rates set forth in the contract and only for instructional services rendered. Contractor shall not bill for time off, prep time, holidays, travel, etc.
- 5) Supporting documentation submitted with the monthly invoice shall include:
  - a) A signed and completed Lakewood Board of Education voucher;
  - b) A roster of students who received services during the month. The roster shall include the private school name, student's name, date of birth, grade, subject, name of Title I
  - c) teacher/paraprofessional and the criteria used to determine eligibility. Electronic rosters in MS Excel shall also be submitted;
  - d) A principal or administrator of the private school must provide a signature on the roster(s) each month to verify and certify, under penalty and perjury, that said eligible students were serviced by the Clinic/Agency;
  - e) All staff attendance related to services provided (teachers, paraprofessionals, counselors, etc.). Clinic/Agency must submit appropriate timesheets, with all required signatures, in order to receive payment;
  - f) All student attendance related to services provided. Student attendance shall correspond with staff attendance; and
  - g) Only original documents shall be submitted. No copies or faxes will be accepted for supporting documentation.
- 6) Once an invoice is submitted to the Lakewood Board of Education, it shall be deemed complete, true and accurate by the Clinic/Agency. Invoices shall be reviewed in the order they are received.
- 7) Should any additional supporting documentation be requested for payment processing, the Clinic/Agency shall be notified by Lakewood Board of Education staff and given the opportunity to submit said documentation.
- 8) Any supplemental invoices shall be submitted within thirty (30) days of administering services.
- 9) Any charges for services the Clinic/Agency cannot support with adequate documentation shall be removed from the invoice, prior to being approved for payment. The Clinic/Agency shall comply with all Title I statutory and regulatory requirements. The Lakewood Board of Education reserves the right to withhold payment if any statutory and regulatory requirement is not met.
- 10) Any open invoices for the fiscal year ending June 30<sup>th</sup> shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment in accordance with liquidation obligations dictated in the respective grants. Invoices submitted after this time **WILL NOT BE PAID.**



## **H.Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the Lakewood Board of Education's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria for Line Item 002 commencing on page 82, as more specifically described in the "Evaluation Process" section, are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Criteria

**LINE ITEM 003**

**TECHNICAL  
AND  
MANAGEMENT CRITERIA**

## **LINE ITEM 0003 – Title III English Language Acquisition**

### **A. Purpose of Proposal**

The Lakewood Board of Education seeks qualified services to work with various Non-Public (NP) schools within the Lakewood community in Pre-K through grade 12. The successful company shall supply state certified English Language Learners (ESL Certified) teachers that will provide supplemental instruction to ESL students. Title III services or benefits must be secular, neutral, and non-ideological.

### **B. Student Eligibility**

#### **In order to receive Title III services, a student shall:**

- 1) Attend a registered private school;
- 2) Be identified through:
  - a) Their score on the standardized English Language Proficiency Test such as the Mac II.
  - b) A Teacher Observation Rating Sheet.

### **C. Scope of Service (Technical Criteria)**

1. The successful company shall perform the following efforts to the satisfaction of the district:
  - a) To help ensure that children who are limited English proficient, including immigrant children, attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging State academic content and student academic achievement standards as all children are expected to meet
  - b) To assist all limited English proficient children to achieve at high levels in the core academic content and student academic standards as all children are expected to meet.
- Title III Instructional services shall be provided in blocks of up to sixty (60), but not less than twenty (20) minutes, per day depending on school schedules and individual student needs
- Title III service delivery methods may be in the form of Push-in, Pull-out, extended day, or extended year models.
- Title III teachers may teach the skills the students are lacking, but they should not be working primarily on homework for the regular classroom. To facilitate the delivery of well-coordinated and high-quality services, Title III teachers, teachers of private school

- participants, private school officials and Lakewood Board of Education staff should meet and discuss the design and development of the Title III program. One-on-one meetings between Title III teachers and private school teachers of Title III participants should also occur to ensure the Title III program supplements, and is well coordinated with, the regular classroom instruction received by the private school participants.
- Title III services shall be in addition to those services the private school already has in place and not supplant the primary instruction in any of the core academic areas from the regular classroom teacher. Eligible Title III participants shall receive instruction from their Title III teacher above and beyond their primary instruction.
- The awarded respondents shall be responsible for gathering evaluation data of the Title III program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff quarterly to determine the effectiveness of the Title III program and if changes need to be made to better serve Title III participants.
- Title III funds allocated to this contract must be used for instructional services only. The hourly rate for services shall include teacher and paraprofessional salaries, including fringe benefits, instructional books, materials, and equipment necessary to implement the Title III program. Instructional books, materials and equipment shall be purchased to be used for Title III instruction by the Title III teacher/Service Provider. Instructional books, materials and equipment shall be approved by the Lakewood Board of Education staff prior to purchase. In excess of the hourly rate proposed for services, no reimbursement in addition to the hourly rate for providing of services shall be made to the contractor for books, materials and equipment.
- Simply providing a private school with instructional materials and supplies is not an option because it is neither a proper Title III program, nor meets the equitability requirement.
- Regulations require the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title III funds. Equipment and supplies placed in a private school shall be used solely for Title III purposes and shall be removable from the private school, without remodeling the private school facility, if Title III services cease to exist or if removal is necessary to avoid unauthorized use of the items for other than Title III purposes. Non-Title III private school children shall not use materials paid with Title III funds. Each item purchased with Title III funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable.
- Educational services or other benefits, including materials and equipment, shall be secular, neutral and non-ideological.
- A paraprofessional providing instructional support must have a secondary high school diploma or its equivalent and
  - a. Completed at least two years of study at an institution of higher education; or
  - b. Obtained an associate's or higher degree; or
  - c. Received a NJ established passing score on the the ParaPro Assessment.

- Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher. A paraprofessional works under the direct supervision of a teacher if:
  - a. The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.
  - b. The paraprofessional works in close and frequent proximity to the teacher.
- Paraprofessionals may not work under the supervision of private school teachers.
- A Title III program for private school participants staffed entirely by paraprofessionals shall not be permitted.
- Teachers hired by the successful respondents must be appropriately qualified to teach Title III students by holding NJ Standard ESL Certification.
- Agency shall provide copies of all certifications to the school district by September 1 and subsequently upon hire of each teacher and/or paraprofessional.
- Title III Services must comply with the NJDOE and USDOE Guidelines.
- The dress code of instructors and/or counselors shall be adhered to. The dress code is below:

**Appropriate dress for female staff:**

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

**Appropriate dress for male staff:**

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

#### **D. Qualifications of Respondents (Management Criteria)**

- 1) Each proposed employee shall have 3+ years of teaching experience, proof of which shall be provided for verification.
- 2) ESL certification - a copy of college degree, NJ Standard ESL Certification for at least three employees shall be submitted as part of the proposal.
- 3) Educational experience in providing services to Non-Public Schools is preferred, but is not required.

#### **E. Contract Period**

Services for - **Title III English Language Acquisition** will run from July 1, 2022 through June 30, 2024 with possible options for two additional years in single year increments (July. 1, 2024 through June 30, 2025) and (July 1, 2025 through June 30, 2026).

#### **F. Coordination of Activities**

All efforts and assessments of performance shall be coordinated through:

Ben Lieberman, Director of Grants, Director of Grants; 732-364-2400 ext 7824,

[blieberman@lakewoodpiners.org](mailto:blieberman@lakewoodpiners.org)

- Russel Chizek, Title Grants Data & Processing Assistant, 732-364-2400 ext 7804;  
[rchizek@lakewoodpiners.org](mailto:rchizek@lakewoodpiners.org)

#### **G. Fee Schedule - Payments**

- 1) All invoices shall be submitted by the fifteenth (15th) of the month following service delivery.
- 2) Invoices and supporting documentation should contain detail sufficient to ensure that costs are appropriately charged and should demonstrate they are not serving all children, but that they are focusing additional instruction on targeted Title III students only.
- 3) Contractor shall invoice based on the established rates set forth in the contract and only for instructional services rendered. Contractor shall not bill for time off, prep time, holidays, travel, etc.
- 4) Supporting documentation submitted with the monthly invoice shall include:
  - a) A signed and completed Lakewood Board of Education voucher;
  - b) A roster of students who received services during the month. The roster shall include the private school name, student's name, date of birth, grade, subject, name of Title III
  - c) Teacher/paraprofessional and the criteria used to determine eligibility. Electronic rosters in MS Excel shall also be submitted;
  - d) A principal or administrator of the private school must provide a signature on the roster(s) each month to verify and certify, under penalty and perjury, that said eligible students were serviced by the Clinic/Agency;

- e) All staff attendance related to services provided (teachers, paraprofessionals, counselors, etc.). Clinic/Agency must submit appropriate timesheets, with all required signatures, in order to receive payment;
  - f) All student attendance related to services provided. Student attendance shall correspond with staff attendance; and
  - g) Only original documents shall be submitted. No copies or faxes will be accepted for supporting documentation.
- 5) Once an invoice is submitted to the Lakewood Board of Education, it shall be deemed complete, true and accurate by the Clinic/Agency. Invoices shall be reviewed in the order they are received.
  - 6) Should any additional supporting documentation be requested for payment processing, the Clinic/Agency shall be notified by Lakewood Board of Education staff and given the opportunity to submit said documentation.
  - 7) Any supplemental invoices shall be submitted within thirty (30) days of administering services.
  - 8) Any charges for services the Clinic/Agency cannot support with adequate documentation shall be removed from the invoice, prior to being approved for payment. The Clinic/Agency shall comply with all Title III statutory and regulatory requirements. The Lakewood Board of Education reserves the right to withhold payment if any statutory and regulatory requirement is not met.
  - 9) Any open invoices for the fiscal year ending June 30<sup>th</sup> shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment in accordance with liquidation obligations dictated in the respective grants. Invoices submitted after this time **WILL NOT BE PAID**.

#### **H. Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the Lakewood Board of Education's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria for Line Item 003 commencing on page 91, as more specifically described in the "Evaluation Process" section are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Criteria

**LINE ITEM 0004**

**TECHNICAL  
AND  
MANAGEMENT  
CRITERIA**



## **LINE ITEM 0004 – Title IV**

- **Purpose of Proposal**

The Lakewood Board of Education seeks qualified respondents to work with Non-Public school students within the Lakewood community in Grades K through 12 to Provide a Well-Rounded Education, Ensure the Health and Safety of Students, and facilitate the Effective Use of Technology through the means of direct students services.

- **Scope of Service (Technical Criteria)**

1) Direct student services may be offered to students in grades kindergarten through grade 12 in the following areas:

a) Providing a Well-Rounded Education

i) STEM and Computer Science;

ii) Music and Arts;

iii) Foreign Language;

iv) American History, civics, economics, geography, government education, and environmental education;

v) Accelerated Learning Programs including AP, IB, dual/concurrent enrollment programs;

b) Ensuring the Health and Safety of Students

i) Establishing or improving dropout prevention;

ii) Supporting re-entry programs and transition services for justice-involved youth;

iii) Implementing programs that support a healthy, active, lifestyle including;  
(1) Nutrition

(2) Physical Education

iv) Implementing systems and practices to prevent bullying and harassment;

v) Developing relationship building skills to help improve safety through the recognition and prevention of coercion, violence, or abuse;

c) Effective Use of Technology

i) Using technology to personalize learning and improve academic achievement;

ii) Carrying out innovative blended learning projects;

iii) Providing students with digital learning opportunities;

2) Direct student services include the following types of services:

- a) Direct Instruction
- b) Presentations/Group Activities
- c) School-based mental health service and counseling.

3) Title IV services shall be provided in blocks of up to sixty (60), but not less than twenty (20) minutes, per day depending on school schedules and individual student needs.

4) Title IV service delivery methods may be in the form of pullout, pushin, extended day, weekend, or extended year models.

5) Title IV Presentations/Group Activities shall be limited to two presentations per presenter in one year for a group of students.

6) Title IV teachers may not supplant core instruction. To facilitate the delivery of well-coordinated and high-quality services, Title IV teachers, teachers of nonpublic school participants, and nonpublic school officials may meet with Lakewood Board of Education staff to discuss the design and development of the Title IV program. One-on-one meetings between Title IV teachers and private school principals should also occur to ensure the Title IV program supplements, and is well coordinated with, the regular classroom instruction received by the private school participants.

7) Title IV services shall be in addition to those services the private school already has in place and not supplant the primary instruction in any of the core academic areas from the regular classroom teacher. All participants shall receive their primary instruction in core academic areas from their regular classroom teacher first. Title IV instruction shall be above and beyond the primary instruction from their core subject teacher.

8) The agency/provider shall submit to the district the details of a proposed Title IV program and acquire approval from the district prior to starting a Title IV direct services within a school.

9) The awarded respondents shall be responsible for gathering evaluation data of the Title IV program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff quarterly to determine the effectiveness of the Title IV program and if changes need to be made to better serve the students.

10) Simply providing a nonpublic school with instructional materials and supplies does not constitute a proper Title IV program and cannot be billed for.

11) Regulations require that the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title IV funds. Equipment and supplies placed in a nonpublic school shall be used solely for Title IV purposes and shall be removable from the private school, without remodeling the private school facility, if Title IV services cease to exist or if removal is necessary to avoid unauthorized use of the items for other than Title IV purposes. Each item purchased with Title IV funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable.

- 12) Educational services or other benefits, including materials and equipment, must be secular, neutral and non-ideological.
- 13) Teachers hired by the successful respondents must be appropriately qualified to teach his or her subject matter.
- 14) A paraprofessional providing instructional support must have a secondary high school diploma or its equivalent and
- Completed at least two years of study at an institution of higher education; or
  - Obtained an associate's or higher degree; or
  - Received a NJ established passing score on the the ParaPro Assessment.
- 15) Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher *who is certified in the area of instruction*. A paraprofessional works under the direct supervision of a teacher if:
- The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.
  - The paraprofessional works in close and frequent proximity to the teacher.
  - the paraprofessional does not work under the supervision of a private school teacher.
- 16) A Title IV program for private school participants staffed entirely by paraprofessionals shall not be permitted.
- 17) Counseling and school based mental health services must only be offered through a
- Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology or a
  - Licensed Social Worker or Licensed Addiction Counselor working closely and in frequent proximity with a Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology.
- 18) The dress code of instructors and/or counselors shall strictly be adhered to. The dress code is below:
- Appropriate dress for female staff:
- Dresses and skirts must cover the knee with no slits.
  - Pants/shorts may not be worn.
  - No jeans or jean clothing of any color are acceptable.
  - Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
  - Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
  - Socks or stockings should be worn.
  - Earrings on females are the only visible piercing allowed.
  - Clothing should not be form fitting or tight.
  - No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

● **Qualifications of Respondents (Management Criteria)**

- 1) Each proposed employee shall have 3+ years of teaching experience, proof of which shall be provided for verification.
- 2) Certification - a copy of college degree, NJ Standard Certification for at least three employees shall be submitted as part of the proposal.
- 3) Educational experience in providing services to Non-Public Schools is preferred, but is not required.

● **Contract Period**

Services for Title IV will run from July 1, 2022 through June 30, 2024 with possible options for two additional years in single year increments (July 1, 2024 through June 30, 2025) and (July 1, 2025 through June 30, 2026).

● **Coordination of Activities**

All efforts and assessments of performance shall be coordinated through:

- Ben Lieberman, Director of Grants; 732-364-2400 ext 7824, [blieberman@lakewoodpiners.org](mailto:blieberman@lakewoodpiners.org)
- Russel Chizek, Title Grants Data & Processing Assistant, 732-364-2400 ext 7804; [rchizek@lakewoodpiners.org](mailto:rchizek@lakewoodpiners.org)

● **Fee Schedule - Payment**

- 1) Respondents are to submit a per hour rate.
- 2) All invoices shall be submitted by the fifteenth (15th) of the month following service delivery.
- 3) Invoices and supporting documentation should contain detail sufficient to ensure that costs are appropriately charged and should demonstrate they are not serving all children, but that they are focusing additional instruction on targeted Title I students only.
- 4) Contractor shall invoice based on the established rates set forth in the contract and only for instructional services rendered. Contractor shall not bill for time off, prep time, holidays, travel, etc.
- 5) Supporting documentation submitted with the monthly invoice shall include:
  - a) A signed and completed Lakewood Board of Education voucher;
  - b) A roster of students who received services during the month. The roster shall include the private school name, student's name, date of birth, grade, subject, name of Title IV

teacher/paraprofessional and the criteria used to determine eligibility. Electronic rosters in MS Excel shall also be submitted;

- c) A principal or administrator of the private school must provide a signature on the roster(s) each month to verify and certify, under penalty and perjury, that said eligible students were serviced by the Clinic/Agency;
  - d) All staff attendance related to services provided (teachers, paraprofessionals, counselors, etc.). Clinic/Agency must submit appropriate timesheets, with all required signatures, in order to receive payment;
  - e) All student attendance related to services provided. Student attendance shall correspond with staff attendance; and
  - f) Only original documents shall be submitted. No copies or faxes will be accepted for supporting documentation.
- 6) Once an invoice is submitted to the Lakewood Board of Education, it shall be deemed complete, true and accurate by the Clinic/Agency. Invoices shall be reviewed in the order they are received.
  - 7) Should any additional supporting documentation be requested for payment processing, the Clinic/Agency shall be notified by Lakewood Board of Education staff and given the opportunity to submit said documentation.
  - 8) Any supplemental invoices shall be submitted within thirty (30) days of administering services.
  - 9) Any charges for services the Clinic/Agency cannot support with adequate documentation shall be removed from the invoice, prior to being approved for payment. The Clinic/Agency shall comply with all Title III statutory and regulatory requirements. The Lakewood Board of Education reserves the right to withhold payment if any statutory and regulatory requirement is not met.
  - 10) Any open invoices for the fiscal year ending June 30<sup>th</sup> shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment in accordance with liquidation obligations dictated in the respective grants. Invoices submitted after this time **WILL NOT BE PAID**.

- **Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the district's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria for Line Item 004 commencing on page 97, as more specifically described in the "Evaluation Process" section, are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Criteria

# **EVALUATION PROCESS**

- **Evaluation Process – Weighting and Scoring of Proposals**

The weighting of criteria below for each Line Item reflects the district's determination of the respective significance in relationship to each of the criteria areas for each of the LINE ITEMS contained herein. The proposals will be evaluated and scored accordingly.

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

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

A maximum of four (4) vendors will be awarded. Each contract will be for ALL instructional services included in this RFP, including Title I, Title III, Title IV and Chapter 192/193.

1. The Lakewood Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0001** of all proposals. The criteria to be evaluated are identified below:

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria	45%
II.	Management Criteria	55%
III.	Cost determined by State of NJ	

2. The Lakewood Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0002** of all proposals. The criteria to be evaluated are identified below:

	<b>Category</b>	<b>Value Points</b>
I.	Technical Criteria	35%
II.	Management Criteria	30%
III.	Cost Criteria	35%

3. The Lakewood Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0003** of all proposals. The criteria to be evaluated are identified below:

	<b>Category</b>	<b>Value Points</b>
I.	Technical Criteria	35%
II.	Management Criteria	30%
III.	Cost Criteria	35%

4. The Lakewood Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0004** of all proposals. The criteria to be evaluated are identified below:

	<b>Category</b>	<b>Value Points</b>
I.	Technical Criteria	35%
II.	Management Criteria	30%
III.	Cost Criteria	35%

**\*The office of the School Business Administrator will assist in the evaluation of the cost criteria.**



**Once the evaluations are completed per LINE ITEM, they will be averaged for each respondent resulting in their final scoring.**

**Each respondent shall be able to meet all requirements to perform all efforts and services as outlined in Line Item 0001 AND Line Item 0002 AND Line Item 0003 AND Line Item 0004.**

### **Technical Criteria**

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

### **Management Criteria**

#### **a. Business organization**

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

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

#### **b. Qualifications; Relevant Experience**

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

- evidence of providing services as listed in the specifications to public and/or private school districts for a minimum of at least three years;
- three letters of recommendation from public or private school districts in New Jersey;
- copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- list of any judgments within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
- availability of personnel, facilities, equipment and other resources to provide the services requested, and
- other information concerning the company and/or individuals of the company that would assist the district in the evaluation process

## Costs Criteria

### Fee proposals

Respondents are to submit a fee Proposal schedule that complements the service that is being requested by the school district. The district requires that all proposals be submitted on an hourly basis.

The fee provided by the respondent shall be a significant part of the evaluation process as conducted by the Lakewood Board of Education staff. If the respondent does not respond as outlined above, the Proposal will be considered nonresponsive and **shall not** be considered for award

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Board **will not** reimburse any vendor for any incidental expenses related to the contract.

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

Extraordinary expenses that are incurred by the respondent in the performance of his or her duties may be brought to the Board **prior** to the actual expenditure. The Board upon recommendation of the appropriate administrator **may** consider reimbursing the expense or the Board may procure the services separately.

### Evaluation of Proposals -- Evaluation Committee

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal.

Committee members will be identified in the final report submitted to the Board and also in the award of contract resolution.

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

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

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

### **Qualifications; Relevant Experience**

- 1) Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Lakewood Board of Education in the evaluation and selection process. Such documentation shall include, but not be limited to:

- a. Evidence of providing services as listed in the specifications to public and/or private school districts for a minimum of at least three years;
- b. A list of previous clients for the past five years.
- c. Three letters of recommendation from public or private school districts in New Jersey;
- d. Copies of all professional and/or educational licenses that are required to perform the services as listed in the specifications;
- e. List of any judgments within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
- f. Availability of personnel, facilities, equipment and other resources to provide the services requested; and
- g. Other information concerning the company and/or individuals of the company that would assist the district in the evaluation process

**Costs Criteria - Fee Proposals for LINE ITEM 0002 and LINE ITEM 0003 and LINE ITEM 0004 ONLY**

Respondents shall submit a fee Proposal schedule that complements the services that are being requested. The Lakewood Board of Education is requiring all proposals be submitted on an hourly basis specifically for the following labor categories:

**Line Item 0002**

- Hourly rate for MA certified teacher:
- Hourly rate for BA certified teacher:
- Hourly rate for Paraprofessional:
- Hourly rate for Licensed Clinical Social Worker, Licensed Professional Counselor, BCBA, Psy.D, or Ph.D. in Psychology
- Hourly rate for Licensed Social Worker or Licensed Addiction Counselor

**Line Item 0003**

- Hourly rate for ESL certified teacher:

**Award of Contract**

It is the intention of the Lakewood Board of Education **to award up to four (4) contract(s) to four (4) different vendors for the providing of services, with each contract being awarded for LINE ITEM 0001 AND 0002 AND 0003 AND 0004.** Award(s) will be made to the four highest scoring respondent(s) whose response is the most advantageous to the Lakewood Board of Education, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. Each Nonpublic School will select the vendor of their choice from this pool of awarded vendors to provide services for the duration of this contract.  
**A minimum score of 75 shall be necessary for consideration for award of a contract.**