

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

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

**CHAPTER 193 EVALUATION & DETERMINATION FOR  
NONPUBLIC SCHOOLS IN LAKEWOOD**

**Proposal No. CC 04-2223**

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

**12:00 NOON**  
Proposal Opening Time

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

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

**Competitive Contracting-- Request for Proposals (RFP)  
Legal Advertisement**

The Lakewood Board of Education solicits proposals through the Competitive Contracting process in accordance with N.J.S.A. 18A:18A-4.1 et seq.

**Proposal No. CC 04-2223**

**Title of Proposal: CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

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: **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal No.: **CC 04-2223**

Name and Address of the Respondent

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

Proposal Opening Time: **12:00 NOON**

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.

Kevin Campbell/Assistant School Business Administrator/Board Secretary

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

## **ETHICS IN PURCHASING**

### ***Statement to Vendors***

#### **Board of Education Responsibility**

##### **Recommendation of Purchases**

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

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

##### **Solicitation/Receipt of Gifts – Prohibited**

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

#### **Vendor Responsibility**

##### **Offer of Gifts, Gratuities -- Prohibited**

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

##### **Vendor Influence -- Prohibited**

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

#### **Vendor Certification**

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

## **LAKEWOOD BOARD OF EDUCATION PROPOSAL CHECKLIST**

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

1. Acknowledgement of Addenda (required)
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire (required)
3. Chapter 271 Political Contribution Disclosure Form (required)
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment Activities in Iran (at time of contract award)
6. Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)
7. New Jersey Business Registration Certificate (at time of contract award)
8. Non-Collusion Affidavit (required)
9. Proposal Form (required)
10. Respondent's Comment Form – Optional
11. Statement of Ownership (required)
12. Consent of Surety (required)

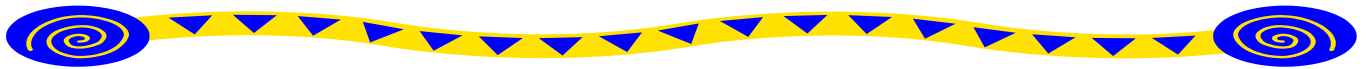
The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

## 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 Package.

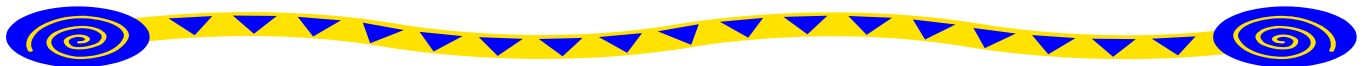
Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents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

LAKESWOOD BOARD OF EDUCATION



# **Competitive Contracting**

## **GENERAL SPECIFICATIONS**



**Kevin Campbell**

Assistant School Business Administrator/Board Secretary

# LAKEWOOD BOARD OF EDUCATION

## COMPETITIVE CONTRACTING/REQUEST FOR PROPOSALS (RFP)

### **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

#### **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: 12:00 NOON** 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:

<b>Title:</b>	<b><u>CHAPTER 193 EVALUATION &amp; DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD</u></b>
<b>CC Number:</b>	<b>CC 04-2223</b>
<b>Name and Address Respondent:</b>	
<b>CC Due Date:</b>	<b>Tuesday, June 14, 2022</b>
<b>CC Deadline Time:</b>	<b>12:00 NOON</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 District website [www.lakewoodpiners.org](http://www.lakewoodpiners.org) 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 **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

## 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.**

**1. 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.

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

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

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

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

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

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

N.J.S.A. 10:2-1. 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.).

#### **5. 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).

#### **6. 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**

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:  
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:  
970-097-382/500

SEQUENCE NUMBER:  
0107530

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

ISSUANCE DATE:  
07/14/04

EFFECTIVE DATE:  
01/01/01

FORM-BRC(08-01)

Acting Director  
John S. Tully

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

## **7. CERTIFICATE (CONSENT) OF SURETY - REQUIRED**

Each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

**Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the proposal, shall be deemed cause for disqualification and rejection of the proposal.**

## **8. 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.

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

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

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

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

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

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.

#### **10. COORDINATION OF ACTIVITIES**

The Supervisor of Chapter 192/193, Mr. Ben Lieberman ([blieberman@lakewoodpiners.org](mailto:blieberman@lakewoodpiners.org)) will coordinate the activities for this proposal

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

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of 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.

#### **12. 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)

#### **13. 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.

#### **14. 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

\*Please check your RFP package for these forms!

#### **15. 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.

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

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is \$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.

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

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

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

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

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

## **18. FORCE MAJEURE**

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



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

## **19. GENERAL CONDITIONS**

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

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**

**12:00 NOON**

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.

**20. 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

**20 (a) INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED**

☒ Required    ☐ Not Required

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

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

The insurance certificate name as to the certificate holder shall be as follows:  
The LAKEWOOD Board of Education c/o Assistant School Business Administrator  
and remain in full force during the term of contract.

**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.

## **21. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference will 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.

## **22. 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.**

### **23. 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.

### **24. 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.**

### **25. 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.

## **26. PERFORMANCE BOND - REQUIRED**

**The successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.**

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

## **27. 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) 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.

## **28. 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.**

### **29. 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/)

### **30. 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)

### **31. 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.



### **32. 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.

### **33. 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

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.



# **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

### CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD

CC 04-2223

Date: Tuesday, June 14, 2022 @ 12:00 NOON

I hereby submit the following Proposal for:

### CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD

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

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 04-2223**

**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 04-2223**

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/state.nj.us)

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/)

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

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

Proposal Number **CC 04-2223**

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

**CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

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**

<b>Name of District</b>	<b>Address</b>	<b>Contact Person/Title</b>	<b>Phone</b>
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**

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

**CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

**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

### **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

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 **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

WHEREAS, the Board advertised for proposals **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

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 04-2223** for **CHAPTER 193 EVALUATION & DETERMINATION FOR NONPUBLIC SCHOOLS IN LAKEWOOD** 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 an 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**

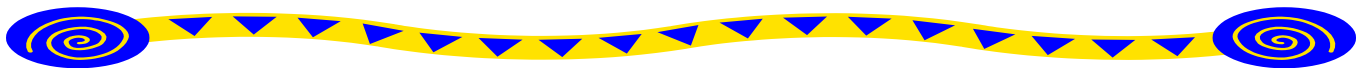
Assistant School Business Administrator/Board Secretary

LAKESWOOD BOARD OF EDUCATION



# **Competitive Contracting Request for Proposal**

## **TECHNICAL SPECIFICATIONS**



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



## **PURPOSE OF PROPOSAL**

The Lakewood Board of Education (“**Board**”) is seeking proposals from qualified agencies (“**Agency**”) to provide **Chapter 193 Evaluation and Determination of Eligibility** services during the **2022-2023** school year to eligible school-aged students enrolled within nonpublic schools in Lakewood.

## **INTRODUCTION AND BACKGROUND OF DISTRICT**

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

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

During the 2020/2021 school year, approximately 1,862 pupils were funded to receive an initial evaluation or a reevaluation and approximately 2,603 pupils were funded to receive an annual review.

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

### **A. SCOPE OF SERVICES (Technical Specs 55 points)**

#### **GENERAL ELIGIBILITY REQUIREMENTS**

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

1. Are enrolled full-time in grades K-12 in a nonpublic elementary or secondary school located in New Jersey.
2. Have parents or a guardian who live in New Jersey;
  - a. Non-resident students who attend a nonpublic school located in New Jersey are eligible to receive Chapter 193 evaluation and classification services only, pursuant to N.J.S.A. 18A:46-19.8(b).
3. Are between the ages of five (5) and twenty-one (21) for Chapter 193 services.
  - b. Kindergarten students must meet the age requirements of the District in order to be eligible to receive services. A student must be five (5) years old by December 31st of the current school year to be eligible.
4. Meet the criteria for eligibility as determined by the NJDOE for the specific service.
5. Have parent or guardian consent by their signature and date on the Application for Chapter 193 Evaluation and Determination Services (407-1 form).

## **B. STUDENT APPLICATION FOR SERVICES**

During the school year, the parent or guardian of a nonpublic school student may request Chapter 193 services by completing an application (407-1 form). Submission of the 407-1 form does not make the student eligible for Chapter 193 services. The District must verify eligibility according to the specific eligibility requirements for each allowable service and then complete the disposition section of the 407-1 form stating whether the services will be provided.

The Agency shall be responsible for obtaining all 407-1 forms from the nonpublic school(s) and/or parent(s). All 407-1 forms shall be complete, accurate, and contain a signature and date from the parent(s). A photocopy of the student's birth certificate and a current proof of residence must also be submitted with the 407-1 form. Incomplete or inaccurate 407-1 forms will be returned to the Agency.

The Agency shall forward the original 407-1 forms to the District as soon as possible after receipt from the nonpublic school(s) or parent(s) to get District verification of eligibility and the District's signature on the disposition section of the 407-1 form. The District will notify the Agency as soon as possible of those students eligible to receive services.

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

## **C. REFERRAL, EVALUATION AND DETERMINATION OF ELIGIBILITY**

1. The Agency shall provide services in accordance with all rules and procedures for identification, referral, evaluation, determination of eligibility, and reevaluation, included in the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students, N.J.S.A 18A, the federal Individuals with Disabilities Education Act of 2004 (IDEA) and New Jersey Administrative Code for special education, N.J.A.C. 6A:14.
2. The Agency shall ensure when a student is referred for an initial evaluation to determine eligibility for special education programs and services, the full Child Study Team (CST), parent and regular education teacher who has knowledge of the student's educational performance will meet within twenty (20) calendar days, excluding school holidays, of the receipt of the 407-1 form to determine whether an evaluation is needed.

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

1. The Agency shall ensure parents receive a written notice of the meeting and a copy of "Parental Rights in Special Education," which relates to the nonpublic services that are included under IDEA: identification, evaluation, determination of eligibility, and reevaluation. The notice of the meeting must be sent 10 (ten) calendar days prior to meeting.

2. The Agency shall schedule meetings at a mutually agreed upon time and place. If a mutually agreeable time and place cannot be determined, the parent(s) shall be provided the opportunity to participate in the meeting through alternative means, such as videoconferencing and conference calls.
3. The Agency shall provide, if an evaluation is warranted, written notice to the parent(s) of the determination that an evaluation is warranted, the nature and scope of the evaluation, identify what additional data, if any, are needed and obtain written consent from the parent to evaluate, within fifteen (15) calendar days of the meeting.

#### **D. INITIAL EVALUATION**

1. The Agency shall ensure, after consent for initial evaluation has been received, the evaluation, determination of eligibility for services, and, if eligible, the development and implementation of the service plan will be completed within ninety (90) calendar days, in accordance with N.J.A.C. 6A:14-3.4(e).
2. The Agency shall ensure initial evaluations provided to students under Chapter 193 consist of a multi-disciplinary assessment in all areas of suspected disability, in accordance with N.J.A.C. 6A:14-3.4. Agency shall perform initial evaluations which include at least two (2) assessments conducted by at least two (2) members of the CST in those areas in which they have appropriate training or are qualified through their professional licensure or educational certification and other specialists in the area of disability as required or as determined necessary.
3. The Agency shall ensure students are determined eligible in accordance with N.J.A.C. 6A:14-3.5, as follows:
  - a. When an initial evaluation is completed for a student, a meeting according to N.J.A.C. 6A:14-2.3(k)1 shall be convened to determine whether the student is eligible for special education and related services. A copy of the evaluation report(s) and documentation and information that will be used for a determination of eligibility shall be given to the parent not less than ten (10) calendar days prior to the meeting.
  - b. The Agency shall develop a service plan for each student found eligible in accordance with N.J.A.C. 6A:14-6.1(f)1 and N.J.A.C. 6A:14-6.2(g)1i. All service plans shall include the components described in N.J.A.C. 6A:14-3.7(e)1 through 6, (e)8 and (e)14 through 16. Should the parent(s) refuse any services the student was found eligible for, Agency must identify those services being refused within the student's service plan. Should the parents refuse all services the student was found eligible for and as a result a service plan is not created, Agency must identify those services being refused and attach them with a statement of the parents' refusal of all services to the student's assessment.
  - c. The Agency shall identify a Supervisor of Compliance to review service plans and assure compliance with code and District requirements. If the agency anticipates completing

2000 or more cases during the year, the supervisor will be full time whose sole responsibility will be to review service plans and assure compliance with code and District requirements.

4. The Agency shall provide Present levels that include information obtained from the student's teacher with dates and names of sources of information.
5. The Agency shall develop Goals in collaboration with the student's teacher(s)
6. The Agency shall provide an Eligibility statement in the ISP including the classification and supporting rationale
7. The Agency shall follow the following guidelines as it relates to evaluation:
  - a. The evaluation planning meeting paperwork must include the specific concerns that inform which evaluations will be conducted.
  - b. Written parental consent must be obtained before evaluating a student.
8. The Agency shall follow the following guidelines as it relates to providing reports to the parent 10 days prior to an eligibility meeting:
  - a. When a parent will not have a report 10 days prior to an eligibility meeting, The Agency shall case note when the parent was contacted and provided with an opportunity to push off the eligibility meeting, so that the parent can have a 10-day period to review the reports.
  - b. When a parent chooses to waive their right to a 10-day period to review the reports and keep the scheduled meeting, a 10-day report waiver shall indicate how and when the parent received the reports. Alternatively, that information can be included in a case note in Realtime within a week of the occurrence.
9. The Agency shall follow the following guidelines as it relates to classification:
  - a. A student cannot be classified as Communication Impaired without a **current** language evaluation.
  - b. An SLD classification must specify the area of learning disability.

#### **E. ANNUAL REVIEW**

1. The Agency shall conduct, in accordance with N.J.A.C. 6A:14-3.7(i), annually, or more often by parent request and District approval, a review of service plans in an annual evaluation meeting that includes:
  - a. the parent;
  - b. not less than one (1) CST member who can interpret the instructional implications of the evaluation results;
  - c. the student's general education teacher who is knowledgeable about the student's educational performance;
  - d. not less than one (1) special education teacher or service provider;
  - e. the case manager;
  - f. other appropriate individuals at the discretion of the parent, District or Agency;

and the student when appropriate.

2. The Agency may not conduct an annual review within six (6) months of a reevaluation unless the parent requests it in writing, submits a 407-1 form and the District determines conditions warrant it. In such cases, the 407-1 form shall be accompanied by a signed letter from the
3. parent(s) documenting the concerns which warrant the annual review (i.e., the student's academic performance, behavior, etc.).
4. The Agency shall provide Present levels that include information obtained from the student's teacher with dates and names of sources of information.
5. The Agency shall develop Goals in collaboration with the student's teacher(s)
6. The Agency shall provide an Eligibility statement in the ISP including the classification and supporting rationale.
7. When parents decline a related service, goals should not be included in the ISP.
8. When The Agency does their due diligence in attempting to collect a 407-1 but the parent does not respond, thus rendering the ISP out of compliance,
  - a. The Agency shall case note in Real-time their attempts to collect the 407-1. Must have at least 3 attempts 60 days prior to expiration.
  - b. In the event that the agency fails to case note the above, The Agency shall have to obtain a parent letter indicating that the parent is aware that due to their lack of response, the ISP went out of compliance.

#### **F. REEVALUATIONS**

1. The Agency shall conduct reevaluations in accordance with N.J.A.C. 6A:14-3.8, as follows:
  - a. Must complete a multidisciplinary reevaluation (must be two (2) or more different tests to qualify for funding) to determine whether the student continues to be a student with a disability.
  - b. Must be conducted within three (3) years of the previous classification.
  - c. May be conducted sooner than three (3) years if conditions warrant or if the student's parent or teacher requests the reevaluation based on concerns over the student's educational performance. In such cases, the 407-1 form shall be accompanied by a signed letter from the parent(s) or teacher documenting the concerns which warrant the reevaluation (i.e., the student's academic performance, behavior, etc.)
  - d. A reevaluation shall not be conducted prior to the expiration of one (1) year from the date the parent is provided written notice of the determination with respect to eligibility in the most recent evaluation or reevaluation, unless the parent and District both agree that a reevaluation prior to the expiration of one (1) year as set forth above is warranted. In such cases, the 407-1 form shall be accompanied by a signed letter from the parent(s) documenting the concerns which warrant the reevaluation (i.e., the student's academic performance, behavior, etc.).

- e. If a parent provides written consent and the District agrees that a reevaluation is unnecessary, the reevaluation may be waived. If a reevaluation is waived, the date of the parent's written consent will constitute the date upon which the next three (3) year period for conducting a reevaluation will begin.
  - f. As part of any reevaluation, the evaluation team must determine the nature and scope of the reevaluation according to a review of the existing evaluation data on the student and then identify what additional data, if any, are needed.
  - g. If a parent or evaluation team rejects additional testing as part of the reevaluation, that determination may not be overridden by a request for an early evaluation.
  - h. Unless the parent and the District agree to waive a reevaluation, all requirements for performing a reevaluation shall, as applicable, be completed within sixty (60) days of the date the parent provides consent for the assessments to be conducted as part of the reevaluation or by the expiration of the three year timeframe from completion of the prior evaluation or reevaluation, whichever occurs sooner.
2. The Agency shall provide Present levels that include information obtained from the student's teacher with dates and names of sources of information.
  3. The Agency shall develop Goals in collaboration with the student's teacher(s)
  4. The Agency shall provide an Eligibility statement in the ISP including the classification and supporting rationale.
  5. The Agency shall follow the following guidelines as it relates to evaluation:
    - a. The evaluation planning meeting paperwork must include the specific concerns that inform which evaluations will be conducted.
    - b. Written parental consent must be obtained before evaluating a student.
  6. The Agency shall follow the following guidelines as it relates to classification:
    - a. A student cannot be classified as Communication Impaired without a **current** language evaluation.
    - b. An SLD classification must specify the area of learning disability.
  7. The Agency shall follow the following guidelines as it relates to providing reports to the parent 10 days prior to an eligibility meeting:
    - a. When a parent will not have a report 10 days prior to an eligibility meeting, The Agency shall case note when the parent was contacted and provided with an opportunity to push off the eligibility meeting, so that the parent can have a 10-day period to review the reports.
    - b. When a parent chooses to waive their right to a 10-day period to review the reports and keep the scheduled meeting, a 10-day report waiver shall indicate how and when the parent received the reports. Alternatively, that information can be included in a case note in

**Realtime** within a week of the occurrence.

8. When The Agency does their due diligence in attempting to collect a 407-1 but the parent does not respond, thus rendering the ISP out of compliance,
  - a. The Agency shall case note in Real-time their attempts to collect the 407-1. Must have at least 3 attempts 60 days prior to expiration.
  - b. In the event that the agency fails to casenote the above, The Agency shall have to obtain a parent letter indicating that the parent is aware that due to their lack of response, the ISP went out of compliance.

**G. SERVICES AT NO CHARGE**

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

**H. OVERALL REQUIREMENTS**

1. The Agency shall provide the District with written parental consent to excuse any required member of the CST, whose area of the curriculum or related services is or is not being modified or discussed, from participation in a meeting, in whole or in part, provided the parent and Agency agree that the team member need not attend the meeting.
2. The Agency shall utilize **REALTIME** educational software to maintain accurate and complete records for all students serviced, including, but not limited to, generating case-notes for any and all communications with parent(s), maintain correct meeting times and reasons for changes or delays with meetings, within a week of occurrence.
3. The Agency must notify vendors when students have Supplemental Instruction listed in the ISP as vendors will be required to obtain parental consent to decline services when SI funding is available but is not provided.
4. The Agency is not responsible for preparing progress reports three (3) times per year, but rather, this responsibility shall be borne by contracted 192/193 special education vendors. However, if progress reports are not available, On Track must gather the information needed to update the goals.
5. The Agency shall follow the following guidelines as it relates to services on the ISP:

- a. Services can only be included in the ISP based on **current** evaluations, i.e. for a student to continue to be eligible for speech services a speech evaluation must have been conducted within the past 3 years. For Communication Impaired and Specific Learning Disability categories, current evaluations are required, but not for Other Health Impaired.
  - b. Supplemental Instruction must specify the subject area of Math or Language Arts.
  - c. When a parent declines services, the ISP should be deactivated/closed; the student should not be declassified.
  - d. At an annual review meeting, when parents decline a related service, goals should not be included in the ISP.
6. The Agency shall conduct meetings as follows:
  - a. A PRISE (Parental Rights in Special Education) book should be emailed or mailed to parents prior to the meeting along with the meeting invite.
  - b. A special education teacher must be present at the meeting and cannot be excused.
  - c. Excusals must be obtained prior to meeting and cannot be obtained retroactively.
  - d. The notice requirement page, to include a narrative with current placement, program, and related services, must be completed prior to obtaining parent consent at the meeting. If the parents are in person, they must sign the notice requirement page. If not in person, parents need to sign notice prior to services commencing, however accomplished by On-Track.
  - e. The 15 review day period can only begin once parents are in receipt of a written Service Plan/ISP to review.
7. The Agency shall follow the following guidelines as it relates to a delay in an eligibility meeting:
  - a. In the event that a parent specifically requests a date for an eligibility meeting that will cause noncompliance (either by the meeting occurring past the expiration of the last ISP and/or, past the 60/90 days to complete the event) and the meeting is therefore postponed, the case note should indicate that the meeting date was postponed as per the parent's request.
  - b. In the event that the agency fails to case note as per the above, The Agency shall have to obtain a parent letter which shall include the details of any delay and indicate that the postponed date of the meeting was per a parent request.
8. Agency shall be responsible for ensuring all service plans they are providing case management to remain in compliance. Should the Agency fail to complete a reevaluation or annual review in



a timely manner, causing a service plan to fall out of compliance, the Agency shall perform said reevaluation or annual review at **no cost** to the District. If the failure to complete is the result of an action outside the agency's control, the agency should provide a written rationale why it was not in compliance. The District will review the rationale and make a determination regarding payment on a case by case basis.

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

In addition:

1. 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.

**Provider Initials**\_\_\_\_\_

2. Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. The Provider will supply documentation to the complete satisfaction of the Board's Business Office that their Professional Liability 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, 2020, the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.

**Provider Initials**\_\_\_\_\_

3. 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, but only if such adverse audit findings are caused by the negligence or intentional misconduct of the provider or a sub-contractor of the provider. In no event shall the amount paid by the Provider exceed \$125,000.00. The selection of any attorneys or experts shall be at the sole discretion of the Board. Any payment under this paragraph shall be made within 30 days of the request.

**Provider Initials**\_\_\_\_\_

4. 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 shall be responsible for a proportionate cost of same, at an amount not to exceed \$25,000.00, 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

**Provider Initials**\_\_\_\_\_

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

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

## **I. QUALIFICATIONS OF RESPONDENTS (Management Specs 45 points)**

1. The Agency shall provide proof with their proposal that:
  - a. they are approved by the New Jersey Department of Education, Offices of Special Education, to provide “CST Initial & Reevaluation” services;
  - b. they have conducted the criminal history check of each professional according to N.J.S.A. 18A:6-7.1;
  - c. they have experience providing similar programs, preferably in the State of New Jersey, for at least three (3) years
2. The Agency shall provide, with their proposal, the names, resumes and credentials of no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform services under this proposal. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all name(s) provided.
3. The Agency must be able to provide enough case managers so that no case manager exceeds an open caseload of one hundred fifty (150) students. The contractor must state in its proposal its willingness to do so.
4. The Agency understands that the services provided under this proposal may not be provided by any employee or subcontractor of an outside contractor if said contractor, subcontractor or employee will be providing such services to the nonpublic student. **The evaluation company shall not use any outside contractor to evaluate a student who is also employed by the instructional service provider of that school.**
5. If the Agency employs or consults with any employee or consultant of an instructional service provider, the Agency must ensure there is ***no conflict of interest***.
6. If the Agency is awarded a contract, a complete list of all employees and consultants working within the District must be provided to the Board prior to the commencement of work.
7. Failure to provide any of the required information will result in the proposal being considered non-responsive and the Agency will be removed from consideration of award.

## **J. CONTRACT PERIOD**

The term of the contract will be from **July 1, 2022 through June 30, 2024** with an option for two 1-year renewals or one additional 2-year renewal as permitted by State Law at the discretion of the Board of Education

## **K. COORDINATION OF ACTIVITIES**

Mr. Ben Lieberman, Supervisor of Chapter 192/193  
Phone: 732-364-2400 x7824  
Email: blieberman@lakewoodpiners.org

## **L. Compensation**

1. The Board shall pay the Contractor for the actual Services provided at the per pupil payment rates established for the **2022-2023** school year by the State of New Jersey Department of Education for each case, less an amount equal to one and one-half percent (1.5%) representing an administrative fee which shall be retained by the District. Contractor shall only be entitled to be paid for Services actually rendered consistent with the Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

### **2021-2022 Per Pupil Rates for Chapter 193 Evaluations**

i. Initial Assessments	\$1,326.17 (less 1.5% Administrative Fee = \$1,306.28)
ii. Re-evaluations	\$1,326.17 (less 1.5% Administrative Fee = \$1,306.28)
iii. Annual Reviews	\$380.00 (less 1.5% Administrative Fee = \$374.30)

**2022-2023 Per Pupil Rates for Chapter 193 Evaluations will not be available until August per NJDOE. Contract will be updated at that time.**

**The Board agrees to pay the Agency the FY 2022-2023 Nonpublic Per Pupil Rates, *less one and one half percent (1.5%)*, which will be retained by the Board to implement administrative services, pursuant to N.J.S.A. 18A:46A-8.**

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

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

## **M. INVOICING**

1. Invoices shall be deemed complete and accurate upon submission by the Agency. Submissions shall include:
  - a. A numbered spreadsheet which:
    - i. Separates students based on event type, i.e. Annual Reviews are separate from Initials Evaluation and Reevaluation; and
    - ii. Columns to include, **REALTIME** ID, Last Name, First Name, DOB and Event Type
  - b. An original invoice from the Agency

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

#### **N. FINANCIAL DISCLOSURE OF RESPONDENT**

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

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

#### **O. CONTRACT EXPENSES**

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

##### **Expenses; Related to Contract; Incidental**

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

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

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the

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

### **Extraordinary Expenses**

Extraordinary expenses to be incurred by the respondent in the performance of his/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.

## **P. PRESENTATION PACKAGE - EVALUATIVE CRITERIA:**

### **Evaluation Process: Methodology Of Awarding Contract**

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

### **Presentations and Interviews**

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to district officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation.

**Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)**

### **Award of Contract** - Report/Recommendation of School Business Administrator; Multiple Awards

The Assistant School Business Administrator shall evaluate all proposals received. After the proposals have been evaluated, the Assistant School Business Administrator shall prepare a report, evaluating and recommending the award of contract. N.J.S.A. 18A-18A-4.5 (d).

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

The Board of Education will use a one hundred (100) point system in evaluating all proposals. Any score below 75 will automatically be disqualified. District reserves the right based on vendor responses to disqualify a vendor if a vendor was unresponsive to items that will affect the integrity of the Chapter 193 Evaluation and Determination of Eligibility program regardless of score. The criteria to be evaluated are identified below:

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