

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



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

**CHAPTER 192 HOME INSTRUCTION SERVICES FOR
NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal No. CC 05-2223

Tuesday, June 14, 2022
Proposal Opening Date

1:00 p.m.
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 05-2223 Title of Proposal: CHAPTER 192 HOME INSTRUCTION
SERVICES 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

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 192 HOME INSTRUCTION SERVICES FOR NONPUBLIC SCHOOLS IN
LAKEWOOD**

Proposal No.: **CC 05-2223**
Name and Address of the Respondent
Proposal Due Date: **Tuesday, June 14, 2022**
Proposal Opening Time: **1:00 P.M.**

Location of Proposal Opening:
LIVESTREAMED FROM:
LAKEWOOD BOARD OF EDUCATION
200 Ramsey Avenue
Lakewood, New Jersey 08701

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

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

The Board requires one original and one duplicate copy of the Proposal Package as well as a copy on a CD Rom or Flash Drive. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the Proposal packet, exactly as submitted. Failure to properly label the Proposal envelope may lead to the rejection of the proposal. The Board of Education does not accept electronic (e-mail) submissions of bids or proposals. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.

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

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

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

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

PRE-PROPOSAL CONFERENCE MEETING

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

Join Zoom Meeting

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

Meeting ID: 862 8981 4114

Passcode: L9z9V6

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

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

The Board of Education reserves the right to disqualify any or all vendors and/or reject proposals pursuant to N.J.S.A. 18A:18A-4.5(b), and N.J.S.A. 18A:18A-22, and to waive immaterial informalities or exceptions that may be in the best interest of the Board, in accordance with applicable law.

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

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 (not required)

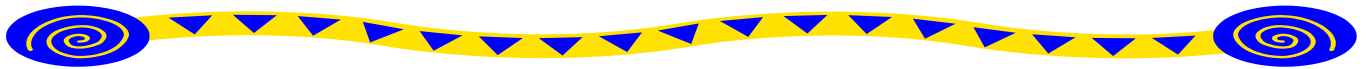
The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

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.

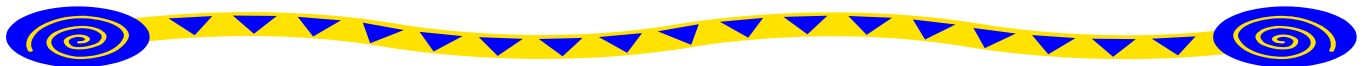
Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
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 192 HOME INSTRUCTION SERVICES 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: **1:00 P.M.** PREVAILING TIME

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

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

Proposals must be placed in a ***sealed*** envelope/package and clearly marked with the Title of Proposal and the Proposal Number on the front of the envelope/package.

Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the Proposal Package as well as a digital copy on CD Rom or Flash Drive. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the Proposal packet, exactly as submitted.

Envelope Label Information

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

Title: **CHAPTER 192 HOME INSTRUCTION SERVICES FOR NONPUBLIC SCHOOLS IN
LAKEWOOD**

CC Number: CC 05-2223

Name and Address Respondent:

CC Due Date: Tuesday, June 14, 2022

CC Deadline Time: 1:00 P.M.

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 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 192 HOME INSTRUCTION SERVICES 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

7. CERTIFICATE (CONSENT) OF SURETY - NOT REQUIRED

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) 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 contract, 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). 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- NOT REQUIRED

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
1:00 P.M.**

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

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

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

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 uncopyrighted 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 - NOT REQUIRED

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.

- 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/p.l.-2018-c.5/)

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=dDBHa1RodThVdVd1NkNNNmFJSG1SZz09>

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.

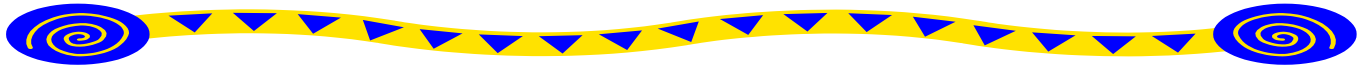
- **After The Proposal Opening**

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.

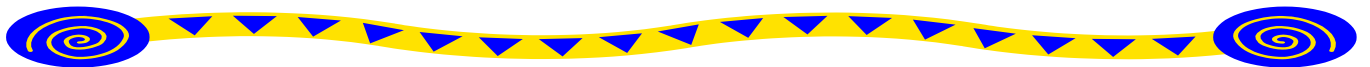
The request to withdraw a Proposal after the Proposal opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if applicable) and/or the Board Attorney and a recommendation will 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.

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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



Kevin Campbell
Assistant School Business Administrator/Board Secretary

To be completed, signed below and returned with proposal.

Proposal Form

**CHAPTER 192 HOME INSTRUCTION SERVICES FOR NONPUBLIC
SCHOOLS IN LAKEWOOD**

CC 05-2223

Date: Tuesday, June 14, 2022 @ 1:00 P.M.

I hereby submit the following Proposal for:

CHAPTER 192 HOME INSTRUCTION SERVICES 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 05-2223**

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 05-2223**

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 \(state.nj.us\)](http://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-nj.gov/)

Name of Company _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed and returned with Proposal

LAKEWOOD BOARD OF EDUCATION

Chapter 271

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

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

CC No. 02-2223

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

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

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

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

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

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

County: Commissioners County Clerk Sheriff Surrogate

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

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

Boards of Education (Members of the Board):

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

Fire Districts (Board of Fire Commissioners):

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

To be completed, signed and returned with Proposal

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number **CC 05-2223**

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

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

References – Work previously done for School Systems in New Jersey

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

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

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

Debarment

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.A.C. 17:19-4.1 et seq. and **2 CFR Appendix II, Section (H); 2 CFR 200.318(h)**

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

LAKESWOOD 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

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 192 HOME INSTRUCTION INSTRUCTION SERVICES 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 192 HOME INSTRUCTION SERVICES FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

WHEREAS, the Board advertised for proposals **CHAPTER 192 HOME INSTRUCTION**

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 05-2223** for **CHAPTER 192 HOME INSTRUCTION SERVICES 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.

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**.

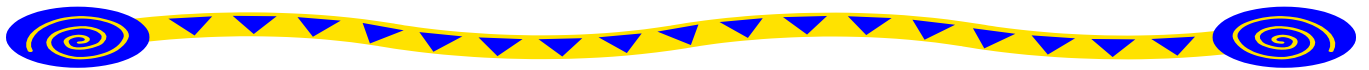
The Board will not accept facsimile, rubber stamp, electronic or digital signatures.

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

Kevin Campbell

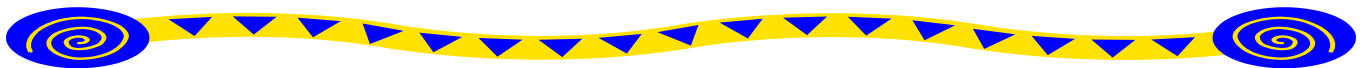
Assistant School Business Administrator/Board Secretary

LAKESIDE BOARD OF EDUCATION



Competitive Contracting Request for Proposal

TECHNICAL SPECIFICATIONS



Kevin Campbell
Assistant School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

CHAPTER 192 HOME INSTRUCTION SERVICES FOR NONPUBLIC SCHOOLS IN LAKEWOOD

A. Purpose

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

B. Background of School District

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

The Lakewood School District seeks to provide high quality Chapter 192/193 Services to all nonpublic students who are eligible. The nonpublic community is fast growing and this program services approximately 20,000 students across 100+ nonpublic schools. The Lakewood School District has ensured fluidity in programs by the Chapter 192/193 office working closely with vendors and schools and conducting daily site visits to ensure only the highest quality of programming.

C. Scope of Services:

Home Instruction can be provided to a student who meets the following criteria:

- Must be enrolled in a registered Lakewood nonpublic school;
- Unable to attend school for a period of ten (10) consecutive school days or twenty (20) cumulative school days during the school year, due to a temporary or chronic health condition or need for treatment which precludes participation in the student's usual educational setting;
- Must be determined eligible in accordance with N.J.A.C. 6A:16-10.1, and the Auxiliary and Remedial Services (Chapter 192 & 193) for Nonpublic School Students manual (August 2018);

Application for Home Instruction services must include:

- Completed and signed original 407-1 form
- Home Instruction Packet (provided by the 192/193 Grants Office)

- Birth certificate, proof of residency and proof of enrollment in a Lakewood Non-public School

Initial application for Home Instruction services can be approved for a period not to exceed 60 calendar days.

Technical Criteria

Respondents should list all services to be tendered with their explanation in detail on how they will provide the services. Respondents can also provide evidence of how services of similar type were provided to other public and private schools in New Jersey. Respondents, by submitting a proposal acknowledged that they fully understand the scope of service, work connectivity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

- The service provider is responsible to provide the Chapter 192 Home Instruction as soon as possible, but no later than five (5) school days after the student is determined eligible.
- The service provider provides instruction that meets the requirements of the nonpublic school which the student is enrolled in full-time, for promotion and graduation, excluding religious studies.
- A certified teacher must provide the Home Instruction in accordance with N.J.A.C. 6A:16-10.1 and properly certified for the subject, grade level and any special needs of the student, in accordance with N.J.A.C. 6A:9
- All instruction must take place with a parent or guardian(over the age of 18) present at students home or at service provider's place of business.
- A portfolio of students work samples and session reports must be provided monthly to the Board of Education through the Chapter 192/193 office. At the end of services, a final report will be provided to the Board of Education through the Chapter 192/193 office and a copy of documents shall be retained by the agency/service provider
- Service provider/Agency must ensure that all 30/60 day paperwork has been provided and approved by the Board of Education or services can not be rendered
- Home Instruction services must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)

D. Qualifications

- The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) submitted as of the due date for the submission of the Request for Proposal
- Each provider shall submit, with his proposal, a copy of a valid and active prequalification/classification letter issued by the Department of Education, Approved Clinics Agencies, if the State of New Jersey. Any proposal submitted to a School Board under the terms of New Jersey Statutes not including a copy of a valid and active "prequalification/classification", shall be rejected as being non-responsive to proposal requirements.
- The Agency/Service provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep

- same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year. All staff must possess the appropriate licenses by grade level and/or content area to provide the services and continue to possess those licenses during the term of the contract awarded.

E. Contract Period

Services for Chapter 192 Home Instruction will run from **July 1, 2022 through June 30, 2024** with potential option for two additional 1-year renewals or one additional 2-year renewal as permitted by state law at the discretion of the Board of Education.

F. Coordination of activities

- Ben Lieberman, Director of Grants; blieberman@lakewoodpiners.org
- Allison Fusco, Chapter 192/193 Data and Processing Assistant and Grants Secretary, 732-364-2400 x 7821, afusco@lakewoodpiners.org

G. Fee Schedule Payment

- The Agency/Service provider will be paid on a Monthly basis based on the number of approved students' services.
- The teacher/service provider must accept payment at the hourly rate as provided by the New Jersey Department of Education under Chapter 192 fee schedules.
- Bills must be submitted no later than thirty (30) days after the service has been provided and must include the following items:
 - Time sheets signed by teacher and parent/guardian
 - Signed schedule of services
 - Original work/progress report of student progress

H. Criteria for Selection

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria	50%
II.	Management Criteria	50%
III.	Cost Criteria Cost is dictated by the State of NJ	0%

Technical Criteria

Respondents should list all services to be tendered with their explanation in detail on how they will provide the services. Respondents can also provide evidence of how services of similar type were provided to other public and private schools in New Jersey. Respondents, by submitting a proposal acknowledged that they fully understand the scope of service, work connectivity to be performed.

Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

- The service provider is responsible to provide the Chapter 192 Home Instruction as soon as possible, but no later than five (5) school days after the student is determined eligible.
- The service provider provides instruction that meets the requirements of the nonpublic school which the student is enrolled in full-time, for promotion and graduation, excluding religious studies.
- A certified teacher must provide the Home Instruction in accordance with N.J.A.C. 6A:16-10.1 and properly certified for the subject, grade level and any special needs of the student, in accordance with N.J.A.C. 6A:9
- All instruction must take place with a parent or guardian(over the age of 18) present at students home or at service provider's place of business.
- A portfolio of students work samples and session reports must be provided monthly to the Board of Education through the Chapter 192/193 office. At the end of services, a final report will be provided to the Board of Education through the Chapter 192/193 office and a copy of documents shall be retained by the agency/service provider
- Service provider/Agency must ensure that all 30/60 day paperwork has been provided and approved by the Board of Education or services can not be rendered
- Home Instruction services must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)

Management Criteria

A. Business Organization

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

- name, address, phone, fax, website, email address and other information of the professional firm or individual;
- an organizational chart noting the names of all principals and partners;
- resumes of key staff members, noting current and previous public school clients they have serviced, that will be assigned to provide the requested services; and
- any other information concerning the company that would assist the school district in the evaluation process

B. Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the district in the evaluation and selection process. Such documentation shall include, but no be limited to:

- evidence of providing services as listed in the specifications to at least three (3) public school districts for a minimum of at least three years;
- three letters of recommendation from public school districts in New Jersey;
- a current listing of all public school clients;

- a listing of all former public school clients that the firm no longer serves since 2000, include the original date of hire for each of these clients
- copies of all professional or educational licenses that are required to perform the services as listed in the specifications’;
- list of any judgements within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
- Availability of personnel, facilities, equipment, and other resources to provide the services requested, and
- Other information concerning the company and/or individuals of the company that would assist the district in the evaluation process

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

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

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

Evaluation of Proposals --Evaluation Committee

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

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

In accordance with the Office of State Comptroller’s publication Best Practices for Awarding Services Contacts Section 4 - (*The Need for an Evaluation Committee*), it has been determined that the evaluators:

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

Diane Piasentini, Purchasing Agent will review and evaluate all proposals as they pertain to the procurement process.

I. Award of Contract

It is in the intention of the Board of Education to award up to but not more than **FOUR (4)** contracts to the respondent(s) whose response(s) are the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

