

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

***REQUEST FOR PROPOSAL  
(RFP)***

**Chapter 226 Nonpublic Nursing Services for  
2022-2023**

**RFP 03-2223**

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

Submission Date:  
Thursday May 19, 2022  
10:00 A.M.

## **ETHICS IN PURCHASING**

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

#### **School District 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**

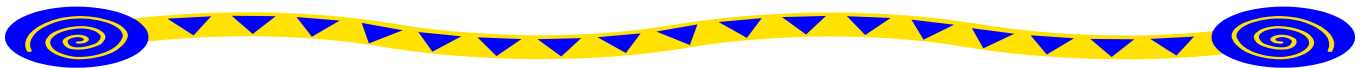
Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent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

**LAKEWOOD BOARD OF EDUCATION**



**REQUEST FOR PROPOSAL**

# **GENERAL SPECIFICATIONS**



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

# LAKEWOOD BOARD OF EDUCATION

## Request for Proposal (RFP)

### Chapter 226 Nonpublic Nursing Services

#### Instructions for Respondents

**1. PROPOSALS ARE**

**TO BE SUBMITTED TO:**

**Ms. Kevin Campbell**  
School Business Administrator/Board Secretary  
LAKEWOOD Board of Education  
200 Ramsey Avenue  
LAKEWOOD, New Jersey 08701

BY: **10:00 A.M.** PREVAILING TIME

ON: **Thursday May 19, 2022**

by mail, delivery service or in person. Proposals that are submitted are to be sealed.

- 2.** Proposals must be placed in a *sealed* envelope/package and marked as shown below 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 requires one original and one duplicate copy of the proposal package as well as an electronic copy on a **Thumbdrive**.  
The duplicate is necessary for processing the proposals and for distribution to the evaluation committee. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District:	<u><b>LAKEWOOD Board of Education</b></u>
Proposal No.:	<u><b>RFP 03-2223</b></u>
Project:	<u><b>Nonpublic Nursing Services Chapter 226</b></u>
Date:	<u><b>Thursday, May 19, 2022</b></u>
Time:	<u><b>10:00 A.M.</b></u>
Respondent:	<u>Name of Company/Firm</u>
	<u>Address</u>
	<u>City, State Zip</u>

**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) submission of bids or proposals **BUT REQUIRES**

## AN ELECTRONIC VERSION (THUMB DRIVE) WITH PAPER SUBMISSION

### 3. PURPOSE

The Board of Education is soliciting request for proposals (RFP's) for the purpose of entering into a contract for **Chapter 226 Nonpublic Nursing Services** as here within specified.

### 4. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

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
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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

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

### Sample Certificate of Employee Information Report


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

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

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

  
State Treasurer

**VOID**

**All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award will result in the rejection of the bid/proposal.**

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

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.

**6. 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.).

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

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

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

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders or companies providing responses for requested proposals, are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Lakewood Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

**All respondents are urged to submit with their response a copy of their firm's New Jersey Business Registration Certificate. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid or proposal.**

### **Goods, Services and Construction Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with

**SAMPLES OF**  
**NEW JERSEY**  
**BUSINESS**  
**REGISTRATION**  
**CERTIFICATES** →

a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

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 during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

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.



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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0452

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

EFFECTIVE DATE:  
01/01/01

FORM BR-C(08-01)

TRADE NAME:  
CLIENT REGISTRATION

SEQUENCE NUMBER:  
0107330

ISSUANCE DATE:  
07/14/04

Acting Director

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will be cause for the rejection of the proposal.**

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

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

***Failure to submit or to sign the Certificate (consent) of Surety when required will be cause for disqualification and rejection of proposal.***

**CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER**

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:

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

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

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

**B. Maintenance of Contract Records—N.J.A.C. 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.

**10. COORDINATION OF ACTIVITIES**

The following person will coordinate the activities for this proposal

- A. Request for Proposal Process  
Name of Official—Ms. Kevin Campbell  
Position Title: School Business Administrator/Board Secretary  
and  
Supervisor of Grants for Chapter 226

**11. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1—**

All providers for the services of this contract, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker.

Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

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.

## **12. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report

([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)).

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

## **13. DOCUMENTS, MISSING/ILLEGIBLE**

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

## **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 and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

\*Forms provided by the Board of Education that must be returned with proposal.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration

\*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.

### **FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)/TRUTH IN CONTRACTING**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondent 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 bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant 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 bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

### **16. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS -- ☐REQUIRED ☒NOT REQUIRED**

## **17. 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.

## **18. GENERAL CONDITIONS**

- Authorization to Proceed -- Successful Vendor/Contractor  
No service shall be rendered by the successful 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 to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.
- Return of Contract Documents—when required  
Upon notification of award of contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.
- 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 award by the Board of Education with any financial security

becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; This Contract is not Subject to Renewal!**

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 School Business Administrator/Board Secretary may negotiate terms for a renewal of 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. Contracts for **professional services** may be awarded only for twelve (12) months and cannot be renewed.

- **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**.

- **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.

**19. INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED -- ☒ REQUIRED ☐ NOT REQUIRED**

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

Commercial General Liability \$2,000,000 General Aggregate  
\$2,000,000 Products  
\$1,000,000 Personal Injury  
\$1,000,000 Each Occurrence Combined Single Limit  
for Bodily Injury and Property Damage  
\$ 100,000 Pollution Cleanup  
\$ 50,000 Fire Damage  
\$ 5,000 Medical Expense

Insurance Limits Continued

Excess Umbrella Liability \$4,000,000  
\$1,000,000 Sexual Harassment

Comprehensive Automobile Liability Insurance  
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

**(A) Insurance Certificate – When Required**

- a. The contractor must present to the Board of Education an insurance certificate in the Above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

LAKEWOOD Board of Education  
c/o School Business Administrator/Board Secretary  
200 Ramsey Ave.  
LAKEWOOD, New Jersey 08701

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

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

**OTHER INSURANCES**

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

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

**(B) Indemnification**

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract 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 Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

## **20. INTERPRETATIONS AND ADDENDA**

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

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written 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.

## **21. 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 Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.



The Chapter 25 list is found on the Divisions website

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

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. **Form must be provided prior to contract award.**

## **22. LIABILITY – COPYRIGHT**

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

## **23. 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 in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

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

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

#### **24. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days 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 or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments.

All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

##### Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the board of education purchase order number.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

#### **25. PERFORMANCE BOND   ☒REQUIRED   ☐NOT REQUIRED**

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

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

Such bond shall further stipulate that no payments made to the Service Provider, nor partial or

entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Service Provider.

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

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

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

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

## **26. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

### **Annual Disclosure**

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

### **Chapter 271 Political Contribution Disclosure Form**

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule 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 Lakewood Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. 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 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.

### **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 bid/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 shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.**

**27. PRESENTATION AND INTERVIEWS**

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

**28. PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)**

The LAKEWOOD Board of Education **will not** hold a pre-submission of proposal meeting.

**29. 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.

**30. 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:

### **31. STATEMENT OF OWNERSHIP**

#### **Statement of Ownership**

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.

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

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

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.

### **33. 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.

### **34. 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 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.

### **35. WITHDRAWAL OF PROPOSALS**

#### **Before The Proposal Opening**

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

#### After The Proposal Opening

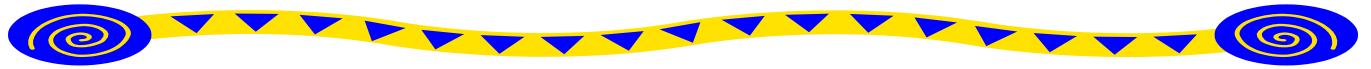
The Board of Education may consider a written request from a respondent to withdraw a proposal, if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not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

The 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, other interested administrators' and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the 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 property of the Board of Education.



LAKESWOOD BOARD OF EDUCATION



# **Request for Proposal RFP**

## **TECHNICAL SPECIFICATIONS**



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

**LAKEWOOD BOARD OF EDUCATION  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701**

***REQUEST FOR PROPOSAL***

**CHAPTER 226  
NONPUBLIC NURSING SERVICES FOR 2022-2023**

**RFP 03-2223**

**Date: Thursday, May 19, 2022 @ 10:00 a.m.**

**LAKEWOOD BOARD OF EDUCATION**

**CHAPTER 226 NURSING SERVICES FOR NONPUBLIC SCHOOLS IN LAKEWOOD**

**Purpose of Proposal**

The Lakewood Board of Education seeks qualified Registered Nurses to work with various nonpublic schools to service Lakewood resident students in grades K-12. The purpose of the Chapter 226 Nursing program is to provide basic health screenings, medical record upkeep and emergency on site services.

**Background of the School District:**

The Lakewood Board of Education services approximately 115 nonpublic schools. About 98 percent of these schools are separated by gender, creating a unique target audience at each school.

**Summary of General Nonpublic School Eligibility Requirements**

- Nonpublic School must be registered with New Jersey Department of Education and have completed the Nonpublic Enrollment Report annually.
- Students must be in grades Kindergarten (K) to Twelfth (12) AND meet the age requirement of the District

- Students must be enrolled full-time in the nonpublic school.

**A. Scope of Services (Technical Criteria)**

- Assistance with medical examinations including dental screening
- Screening of hearing
- Maintenance of student health records and notifications of local or county health officials of any student who has not been properly immunized
- Scoliosis examinations of students between the ages of 10 and 18.
- The extension of emergency care provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a)4. These health services include:
  - The emergency administration of epinephrine via epi-pen pursuant to N.J.S.A. 18A:40 12.5;
  - The care of any student who becomes injured or ill while at school or during participation in school-sponsored functions;
  - The transportation and supervision of any student determined to be in need of immediate care; and
  - The notification to parents of any student determined to be in need of immediate medical care.
- The nursing services provided to nonpublic schools **shall not** include instructional services.
- For each school that it services, the agency will annually submit to the district the following:
  - The Distribution of Nonpublic Nursing Funds Form, designed to be filled out with budgeted amounts at the start of the year and then the actual amounts provided after the completion of the school year to identify any differences
  - A description of the type and number of services that were provided during the previous school year on the Annual Nonpublic School Nursing Report Form which is attached herein (Exhibit E)

- **The Clinic/Agency may provide additional services to those required above under the following conditions:**
  - Such additional medical services may only be provided when all basic nursing services required have been provided, or will be provided;
  - Such additional medical services may include the necessary equipment, materials and services for immunizing students who are enrolled full-time in the nonpublic school from diseases as required by N.J.A.C. 8:57-4, Immunization of Pupils in School;
  - Equipment comparable to that in use in the school district may be purchased by the school district to loan without charge to the nonpublic school for the purpose of providing services under this section. However, such equipment
  - shall remain the property of the Lakewood Board of Education and shall be labeled as such;
  - Costs of supplies comparable to that in use in the school district and transportation costs may be charged to the funds allocated for each participating nonpublic school provided that they are directly related to the provision of the required basic nursing services and additional medical services which may be provided; and
  - Any requests for additional services, supplies or equipment must be approved and procured by the District. Items will be labeled and inventoried prior to them being sent to the nonpublic school.
  -

#### **PLEASE NOTE**

***The dress code of nurses shall be strictly adhered to. The dress code is below:***

***Appropriate dress for female staff:***

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

- *Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.*
- *Socks or stockings should be worn.*
- *Earrings on females are the only visible piercing allowed.*
- *Clothing should not be form fitting or tight.*
- *No Tattoos should be exposed.*

*Appropriate dress for male staff:*

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

**B. Qualifications of Respondents (Management Criteria)**

- Clinic/Agency must be approved by the Commissioner of Education for the provision of nursing services required or permitted. Prior to signing a contract for services, each approved Clinic/Agency must provide the District with a current copy of the professional's certification and/or occupational license as well as approval from the New Jersey Department of Education Criminal History Review Unit to ensure the provider is properly credentialed.
- Clinic/Agency must provide to the District a list of personnel to be utilized at the commencement of the school year. Any changes of personnel shall be reported to the Supervisor of Chapter 226 nursing in a timely fashion. Clinic/Agency shall also provide a copy of each nurse's license along with a criminal history background check that shall be providing services under the Contract.

**C. Contract Period**

The term of contract will be from **July 1, 2022 thru June 30, 2023.**

**D. Coordination of Activities**

All efforts and assessment of performance shall be coordinated by the Coordinator of Chapter 226 Grant, for the Lakewood Public School District.

**E. Fee Schedule - Payment**

- Ten percent (10%) of each nonpublic school's allocation shall be reserved to allow for supplies or equipment to be purchased by the District at the request of the nonpublic school nurse. All requests for such items shall be submitted to the District for processing no later than November 30<sup>th</sup>. Any purchase exceeding the ten percent (10%) reserve shall require approval by the Clinic/Agency as funds reserved for services must be used. Any remaining unspent funds after November 30<sup>th</sup> shall be added to the Clinic/Agency's allocation for services to be spent during the remainder of the school year.
- **Documents to be received along with a certified invoice from the Clinic/Agency monthly:**
  - A timesheet for each nurse providing services. The timesheet must include the days and time worked for the period. All timesheets must carry the original legible signature of the nonpublic school administrator certifying time spent in the nonpublic school.
  - A daily emergency nurse's log indicating date, time, ailment and steps taken to rectify the ailment by the nurse. Identifying information such as student names must be blacked out or removed from the log. The use of initials is acceptable.
  - A summary sheet for services provided during the month.

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

All proposals will be judged on the basis of the district's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria are:

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

**G. Evaluation Process – Weighting and Scoring of Proposals**

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

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

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

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria	25%
II.	Management Criteria	25%
III.	Cost Criteria	50%

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

#### **Technical Criteria**

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other public and private schools in New Jersey. Success stories only please. 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.

#### **Management Criteria**

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

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

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

**b. Qualifications; Relevant Experience**

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

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

**Costs Criteria**



## Fee proposals

Respondents are to submit a fee proposal schedule that complements the service that is being requested by the school district. The district requires that all proposals be submitted on a per hour basis as outlined above in item E.

The fee provided by the respondent shall be a significant part of the evaluation process as conducted by the district and respondent should provide a full detailed analysis of their fee proposal.

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

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

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

## **H. Evaluation of Proposals -- Evaluation Committee**

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

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

In accordance with the Office of State Comptroller's publication

## Best Practices for Awarding Services Contracts

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

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

Kevin Campbell, School Business Administrator, Board Secretary, Purchasing Agent will review and evaluate all proposals as they pertain to the procurement process.

### **I. Award of Contract**

It is the intention of the Board of Education to award the contract to the respondent/respondents whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices. **The Board may award multiple awards but no award will be made to a respondent whose score is below 75 points.**

**LAKEWOOD BOARD OF EDUCATION**

***Proposal Form***

**CHAPTER 226  
NONPUBLIC NURSING SERVICES**

**RFP #03-2223**

**Date:** Thursday, May 19, 2022 @ 10:00 a.m.

I/we hereby submit the following attached proposal for Chapter 226 Nonpublic Nursing Services:

Hourly Rate for Registered Nurse \$\_\_\_\_\_

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

Address \_\_\_\_\_

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

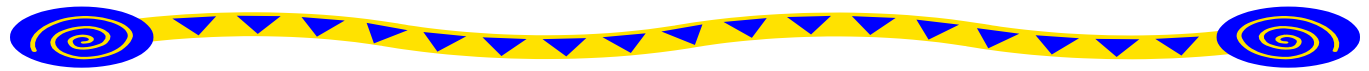
Telephone No. \_\_\_\_\_ Ext. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

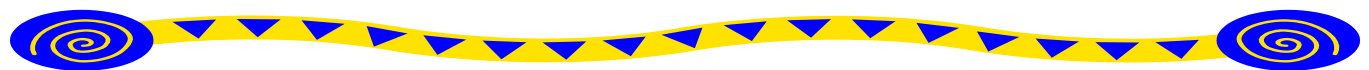
***Authorized Signature*** \_\_\_\_\_ **Date** \_\_\_\_\_



# **Request for Proposal RFP**

## **PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



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

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

**ACKNOWLEDGEMENT OF ADDENDA**

RFP **03-2223**

**Proposal Date:** Thursday, May 19, 2022 @ 10:00 a.m.

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding 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** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**RFP 03-2223**

**Date:** Thursday, May 19, 2022 @ 10:00 a.m.

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, a current 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 a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

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

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

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: [www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)

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

Department of Treasury  
Division of Public Contracts/EEO Compliance  
P.O. Box 209  
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

**LAKEWOOD BOARD OF EDUCATION**

**Chapter 271**

**Political Contribution Disclosure Form**

**(Contracts that Exceed \$17,500.00)**

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

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

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

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

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

**Certification**

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

Name of Authorized Agent \_\_\_\_\_

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

BusinessEntity \_\_\_\_\_

## 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."

### **P.L. 2005, c.271**

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint\*)

**AN ACT** authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

**40A:11-51** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized

under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

## **P.L. 2005,c271**

## **Page 2**

**19:44A-20.13** 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

\* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

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

**County Name: Ocean**

State: Governor, and Legislative Leadership Committees

Legislative District #: 9, 10, & 30

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

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

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

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat 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):**

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

## Iran Disclosure Requirements—Notification February 26, 2021

Effective January 29, 2021, P.L. 2021, c. 4 amends the law requiring vendor and contractor disclosure of investment activities in Iran. The law allows the Iran investment disclosure form to be submitted **prior to contract award** and at the time the contract is renewed rather than with the bid or RFP submission.

Although the law refers to State contracts, it also applies to contracting units subject to the Local Public, Public School, and County College Contracts Laws because N.J.S.A. 40A:11-2.1; 18A:18A-49.4; and 18A:64A-25.43, respectively, require these contracting units to follow the Iran disclosure procedure for State contracts. Contracting units are encouraged to review the new law with legal counsel and revise their procurement forms as necessary.

*Section 4 of P.L.2012, c.25 (C.52:32-58) is amended to read as follows:*

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, [at the time the bid is submitted or] prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

*(cf: P.L.2012, c.25, s.4)*

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

**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 below & returned with proposal.***

**NON-COLLUSION AFFIDAVIT**  
**Chapter 226 Nonpublic Nursing Services**

Re: Proposal for the LAKEWOOD Board of Education.

STATE OF \_\_\_\_\_) Date: \_\_\_\_\_  
:ss:  
COUNTY OF \_\_\_\_\_)

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

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

The firm of \_\_\_\_\_  
and the respondent making the Proposal for the above names contract, and that I executed  
the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into  
any agreement, participated in any collusion, discussed any or all parts of this proposal with  
any potential 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  
in this affidavit are true and correct, and made with full knowledge that the Board of Education  
relies upon the truth of the statements contained in said Proposal and in the statements  
contained in this affidavit in awarding the contract for the said proposal.

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

\_\_\_\_\_  
(Print Name of 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 \_\_\_\_\_, \_\_\_\_\_. – Seal  
*To be completed, signed and returned with Bid/Proposal*

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)   ☐ Limited Liability Company (LLC)
- ☐ Partnership   ☐ Limited Partnership   ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II** Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	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.**

***To be completed, signed below & returned with proposal.***  
**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**Chapter 226 Nonpublic Nursing Services  
RFP 03-2223**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_  
FEIN No. \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

**References – Work previously done for School Systems in New Jersey**

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

***Vendor Certification***

**Direct/Indirect Interests**

I declare and certify that no member of the LAKEWOOD Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid 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 bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

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

**Vendor Certifications**

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.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

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

\_\_\_\_\_  
**President or Authorized Agent**

\_\_\_\_\_  
**SIGNATURE**

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

### INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN  
THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury  
Division of Public Contracts Equal Employment Opportunity Compliance  
P.O. Box 206  
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

(Revised: January, 2016)

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER
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**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate number of employees in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT OR NON-TEMPORARY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)



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

### **To All Potential Respondents: CHAPTER 226 NONPUBLIC NURSING**

The Lakewood Board of Education provides for your review and understanding a Form of Contract Agreement. This Form of Contract Agreement, prepared by the Office of the School Board Attorney, outlines the major terms and conditions of the contract for this proposal. Please review the standard terms and conditions of the Form of Contract Agreement as presented. By submitting a response to this RFP, the vendor or firm to whom a contract is awarded agrees to adhere to the terms and conditions of the proposed contract agreement. There will be no opportunity by the vendor or firm, to negotiate or make changes to the contract. As a requirement for award of contract, all potential respondents shall sign below acknowledging the standard contract terms and conditions.

The vendor or firm submitting a response to the RFP further acknowledges that there will be no opportunity by the vendor or firm to negotiate or make changes to the contract. The only modification(s) to the attached contract will be to enter the contract sum and other information, such as the parties' representatives, in accordance with the award of contract, RFP specifications and vendor's response thereto. All other terms and conditions of the attached contract shall be considered a material provision of the RFP and award and all vendors must acknowledge their understanding and agreement to adhere to same without modification. As a requirement for award of contract, all 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 at any time.

_____ <b>Name</b>	_____ <b>Official Title</b>
_____ <b>Signature</b>	_____ <b>Date</b>

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

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



## Form of Contract Agreement

The following contract **shall be executed** by each successful respondent. Per N.J.S.A 18A:18A-4.5, **there shall be no negotiations of any proposal or the contract** to be executed. All specifications of the RFP are a part of this contract and shall be adhered to accordingly. If there is any discrepancy between the RFP specifications and the awarded contract the specification that is most advantageous to the District shall be followed.

### AGREEMENT

#### CHAPTER 226 NONPUBLIC NURSING SERVICES 2022-2023

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 226 NONPUBLIC NURSING SERVICES FOR 2022-2023** described in detail below; and

WHEREAS, the Board advertised for proposals for **CHAPTER 226 NONPUBLIC NURSING SERVICES FOR 2022-2023**; and

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:

#### 1. Scope and Nature of Services

Contractor agrees to provide the Services to the Board. The Services shall be provided in strict accordance with the Program Requirements as defined and as set forth in Exhibit A attached hereto, the Technical Specifications of the RFP and the Board's Resolution dated \_\_\_\_\_ attached hereto as Exhibit B.

## 2. Term

The Term of this Agreement shall be after **July 1, 2022 through June 30, 2023**, unless otherwise terminated or extended by the parties to provide summer nursing services. Notwithstanding same, the Board engages the Services of Contractor, and Contractor agrees to provide all Services as noted above, for the period during which schools are in session, generally commencing on or before September 1, 2022 and ending June 30, 2023. Should schools be in session and providing regular instruction to students for a different term than about September 1, 2022 through June 30, 2023, Contractor agrees to provide services during said period.

## 3. Compensation

The Board shall pay to Contractor the amount for the actual services provided, as set forth in the Nonpublic Selection Services Chart attached hereto as Exhibit C at the hourly rate of \$ \_\_\_\_\_ **per hour**. The amount to be paid to Contractor for Services under this Agreement shall not exceed the allocation established for the 2022-2023 school year by the New Jersey Department of Education for each non-public school that has selected the Contractor to provide said services. Upon receipt of same from the State of New Jersey, said rates will be incorporated into this Agreement, less an amount equal to 6% representing an administrative fee which shall be retained by the District as set forth in Exhibit C by reference as if fully set forth herein.

The parties hereby acknowledge and agree that fees for the Services paid to Contractor pursuant to this Agreement shall be net of the six (6%) percent administrative fee retained by the District/Board, to be utilized by the District/Board as set forth herein. Invoices shall be submitted in accordance with the District's Billing Procedures and the Fee Schedule/Payment provision of the Technical Specifications.

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

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

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

penalty or prejudice in the event that it is required to cancel the requested or scheduled Services.

Contractor shall submit duly verified invoices for Services provided to the Board on a monthly basis (each a "Monthly Invoice"). Each Monthly Invoice must include an itemization of staff attendance data/logs/time sheets with original signatures of the staff member providing services and the school administrator, and certified payroll for that month. The Board shall remit the payment on the Monthly Invoice to Contractor as part of the Board's next regular bill list following the satisfactory completion of the Services actually provided, upon the submission and approval of said Monthly Invoices pursuant to N.J.S.A. 18A:19-1 *et seq.* and proper execution by Contractor of vouchers and other documents which may be required for the proper fiscal management of the District. The Board shall, in no instance, pay interest, penalty or late fees.

The Board shall release payment to the Contractor in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, has been provided to the District's Business Office by the 30th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1<sup>st</sup> of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.

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

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

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

4. Termination

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

5. Availability of Funds

The parties recognize that payments by the Board to Contractor under this Agreement are expressly dependent upon, and subject to the availability to the District of State funds. The Contractor is aware that the District's receipt of State funds is expressly conditioned upon allocation, review and approval by the NJDOE. If the Board, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a breach of the Agreement by the Board and the parties shall immediately begin negotiations to modify this contract taking into account the availability of funds. Notwithstanding anything contained herein to the contrary, the Board shall pay Contractor for all services rendered through the date the Board notifies Contractor of appropriation issues.

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

6. Licensure

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

7. Criminal History Background Check.

Contractor shall ensure that a Criminal History Background Check conducted by the NJDOE has been completed for anyone providing the Services hereunder as required by N.J.S.A. 18A:6-7.1 et seq. Contractor 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 fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein.

8. Laws

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

9. Confidentiality

In providing Services to the Board, Contractor acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Contractor agrees that it will not publish, disclose or use student records except as otherwise provided by law to anyone other than its employees or agents who must have access to such Confidential Information to perform its obligations hereunder, which employees or agents are subject to strict confidentiality obligations in strict accordance with N.J.A.C. 6A:32-7.1 et seq., and the Federal Family Education Rights and Privacy Act.

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

10. Independent Contractor/Assignment

The parties agree that Contractor and anyone providing the Services on behalf of Contractor is an independent Contractor 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,

Contractor and anyone providing the Services on behalf of Contractor shall at all times remain in an independent Contractor 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 or any employees of Contractor. Contractor represents that he is not an employee according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits and shall indemnify and hold the Board harmless for any pension or other contributions.

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

11. Limitation on Liability/Indemnification

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

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

12. Insurance Requirements

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

- i. Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and
  - ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and
  - iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Contractor shall maintain for no less than six (6) years following completion of Services.
- B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Agency shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Agency shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.
- C. The coverage set forth above shall name the Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.

13. Default

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

14. Notices.

For the Board:

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

With a copy to: Mr. Michael Inzelbuch, Esq.  
General Counsel

For Contractor:

15. Dispute Resolution

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

16. Non-Collusion

Contractor has not, directly or indirectly, entered into any agreement or participated in any collusion in connection with the Agreement in violation of federal or State law, and warrants that no person has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor.

17. Business Registration

Contractor shall remit a copy of its Business Registration Certificate to the Board concurrent with its execution of this Agreement.

18. Pay-to-Play



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

19. Records Maintenance and Retention

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

20. Audit and Inspection

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

21. Sales and Use Tax

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

22. Law Against Discrimination (LAD)

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no 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 Contractor by the contracting public agency, under this Agreement, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Agreement; and
- d. This Agreement may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to Contractor from the contracting public agency of any prior violation of this section of the Agreement.

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

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

23. Equal Employment Opportunity

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

24. Force Majeure

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

25. Entire Agreement

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

26. Legal Counsel

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

27. Amendment

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

28. New Jersey Law

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

29. Subcontracting and Assignment

- a. The Contractor shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the School Business Administrator.

b. In the event that such approval is given by the School Business Administrator, all subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the School District, NJDOE, the Department of Children and Families and any state or federal agency whose funds are expended in the course of this Agreement, and who would otherwise have a right to review such records, as necessary, and that the Subcontractor agrees to abide by the terms of this Agreement to the extent practicable

30. **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.

31. **Incorporation of Proposal Specifications**

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

32. **Performance Bond**

The Contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such Bond shall be in the form required by the State and shall be in compliance with the requirements required by General Provision, and Performance Bond as contained with the RFP.

33. **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**

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

\_\_\_\_\_  
**State Monitor                      Date**

## **EXHIBIT- A**

### **Program Requirements**

- 1) Contractor shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00A.M. to 10:00 A.M. for any and all information/documentation requested by the Board. The Contractor shall provide the name and telephone number of said individual.
- 2) Contractor shall provide a listing of the personnel to be utilized at the commencement of the school year. Any changes of personnel shall be reported to the Office of Nonpublic Services in a timely fashion.
- 3) Contractor will notify all non-public schools in the District via writing (with a copy to be provided to the Office of the Grants Coordinator) in September 2020, or as soon thereafter as is practicable, as to the funding opportunities pursuant to Chapter 226, notification of who the personnel will be at their individual school (if any), and the policies/procedures to be utilized.
- 4) Contractor shall provide medical examinations (including dental screenings), vision/hearing screenings, scoliosis examinations (for students between ages 10 and 18), emergency care, immunization documentation, maintenance of health records, and any and all other required services.
- 5) Contractor shall be aware that the services to be provided herein are available to all New Jersey resident students attending Nonpublic Schools in Lakewood.
- 6) Contractor will prepare, complete, and forward to the Office of the Grants Coordinator, any and all forms required by the State of New Jersey, in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey. It is the obligation of the Contractor to obtain any and all forms required by any and all government entities.
- 7) Contractor shall provide a monthly accounting of funds expended and remaining per school, as well as, upon request, such reports and/or documentation/information requested by the Office of the Grants Coordinator, at no additional charge.
- 8) Upon execution, and upon the District's reasonable request from time to time, Contractor shall provide to the Board of Education copies of licenses of all nurses providing services under the Contract, and will keep same current-during the term of the Agreement herein, at no additional charge. In addition, the Contractor 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.

- 9) The Board of Education reserves the right to disapprove of Contractor's proposed assignment of personnel to perform services under this Agreement for any legal reason.
- 10) All purchases of any kind made under this Agreement using grant funds, including but not limited to, nursing supplies, equipment, books, guidance documents, etc. shall be made by, and through, the District office responsible for oversight of the program. In the event that the Contractor requests the purchase of supplies or other equipment, Contractor agrees to submit each purchase request through the District, who will review and approve or disapprove the request as necessary. Initial delivery of each purchase will be received at the District office, who will then distribute the materials to each school. All such equipment shall remain the property of the Lakewood Board of Education and shall be labeled accordingly.
- 11) Contractor shall submit the Nonpublic School Nursing Report Form as required and as set forth in Exhibit E. Contractor shall break out each service and supply allocation on the form for each submission period/school year.
- 12) As required pursuant to N.J.S.A. 18A:40-23 to 31 and N.J.A.C. 6A:16-2.5, the chief school administrator of each non-public school must:
  - a. Complete the Nonpublic Enrollment Report annually. Failure to complete this report annually will result in forfeit of services for the following school year.
  - b. Update school contact information such as addresses, phone numbers and email addresses with the New Jersey Department of Education.
  - c. Attend an annual consultation meeting with the District.
  - d. Provide the completed Annual Nonpublic School Nursing Report Form to the District at or before the annual consultation meeting.
- 13) The parties recognize that, pursuant to N.J.S.A. 18A:40-28, a board of education may join with other boards of education or contract with any public or private agency approved by the Commissioner of Education for the provision of nursing services required or permitted. The parties further recognize that the Board will retain the 6% administrative fee as permitted by law.
- 14) The parties further recognize that pursuant to law, the Contractor must provide the nursing services specified in N.J.S.A. 18A:40-25 and 26, and must not subcontract such services to another provider, except as otherwise set forth in this Agreement.



- 15) Contractor agrees to maintain student health records and all notifications to local or county health officials of any student who has not been properly immunized.

**EXHIBIT - B**

RESOLUTION - Nonpublic School Nursing Services

## EXHIBIT - C

1. Nursing services to be provided at the State-established allocation rate per pupil, as necessary, which rate shall be less a 6% administrative fee to be retained by the District.
2. The services shall be provided in the following locations:

SCHOOL NAME

CONTRACTOR

## **EXHIBIT - D**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, .127), N.J.A.C. 17:27 et. seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulation promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

## **EXHIBIT - D(Cont'd)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[http:// www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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

**EXHIBIT – E**

**ANNUAL NONPUBLIC SCHOOL NURSING REPORT FORM**

**DESCRIPTION THE OF TYPE AND NUMBER OF SERVICES PROVIDED  
DURING THE PREVIOUS SCHOOL YEAR**

This form is to be the completed and provided to the local school district at or before the annual consultation meeting. The New Jersey Department of Education has code that requires the use of this form, according to [6A:16-2.5 School health services to nonpublic schools](#). See relevant code on p. 3.

For Services Provided During the Previous School Year \_\_\_\_\_

Nonpublic School Name \_\_\_\_\_

Prepared by \_\_\_\_\_

**A. Required Services: Number of Students Served and Number of Referrals to Outside Medical Service Providers**

1. Assisting with Medical Examinations Including Dental Screenings Served \_\_\_\_\_  
Referrals \_\_\_\_\_

2. Audiometric Screening Served \_\_\_\_\_ Referrals \_\_\_\_\_

3. Maintenance of Student Health Records Served \_\_\_\_\_ Referrals \_\_\_\_\_

4. Immunization Record Review Served \_\_\_\_\_ Referrals \_\_\_\_\_

5. Scoliosis Examinations Served \_\_\_\_\_ Referrals \_\_\_\_\_

6. Emergency Care Served \_\_\_\_\_ Referrals \_\_\_\_\_

**B. Additional Medical Services (Please provide a brief description. You may attach an additional sheet, if necessary.)**

\_\_\_\_\_ Served \_\_\_\_\_ Referrals \_\_\_\_\_

\_\_\_\_\_ Served \_\_\_\_\_

Referrals \_\_\_\_\_

**C. Non-consumable equipment purchases greater than \$500 (e.g. typanometer, gurney).  
Please provide a brief description.**

\_\_\_\_\_  
\_\_\_\_\_

**D. The above is an accurate representation of services delivered.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

Nonpublic School Nurse

Date  
School Administrator

Nonpublic

**Annual Conference**: The required annual conference to plan for services for the current school year was held between the local school district and the nonpublic school on \_\_/\_\_/\_\_.

\_\_\_\_\_  
Nonpublic School Administrator

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date  
Administrator, Public School District

Chief School

## Instructions

This information is intended to provide nonpublic schools and districts with an accounting of the budgeted nursing services and the actual nursing services delivered. The *Budget* column should be filled in before the start of services (by the first day of the school year). The *Actual* column should be filled in at the end of the school year, reflecting the actual delivery of services.

3. Administrative costs (funds expended by the district board, not to exceed 6% of nursing allocation)			
4. Other			
5. Total program costs budgeted by the district	\$ -	\$ -	
<b>Service provider name:</b>			
<b>Start date for nursing services:</b>			
<b>State reimbursement rate (per student)*:</b>			
<b>Number of students served:</b>			
<b>State funding provided (reimbursement rate x # students):</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Difference</b>
1. Number of annual service hours provided:			
2. Nursing service hourly rate:			
3. Total nursing service costs (# of hours x hourly rate):			
4. Weeks served:			
5. Hrs. per week served:			
<b>Nursing Budget</b>			

**\*State allocations for nursing services for nonpublic schools are available in July.**



**The New Jersey Department of Education has code that requires the use of this ANNUAL NONPUBLIC SCHOOL NURSING REPORT FORM. Relevant code ([N.J.A.C. 6A:16-2.5 School health services to nonpublic schools](#)) is excerpted below.**

- (a) The district board of education having nonpublic schools within their school district boundaries shall provide nursing services to students enrolled in a nonpublic school as follows pursuant to *N.J.S.A. 18A:40-23 et seq.*:
1. The school district shall provide services to students who are full-time based upon the nonpublic school enrollment on the last school day prior to October 16 of the preceding school year;
  2. The provision of services shall be only to students of a nonpublic school that provided to the district board of education a report of the type and number of services provided during the previous school year;
  3. The provision of nursing services as follows:
    - i. Assistance with medical examinations including dental screening;
    - ii. Screening of hearing;
    - iii. The maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized; and
  4. Scoliosis examinations of students between the ages of 10 and 18.
- (f) A nonpublic school may decline nursing services required under this subchapter by submitting notification to the district board of education signed by the chief school administrator of the nonpublic school pursuant to *N.J.S.A. 18A:40-29*.
- (g) A student who is enrolled in a nonpublic school and whose parent objects to the student receiving any services provided under this subchapter shall not be compelled to receive the services except for a physical or medical examination to determine whether the student is ill or infected with a communicable disease pursuant to *N.J.S.A. 18A:40-30*.
- (j) For the purposes of monitoring and recordkeeping, the district board of education providing health services to nonpublic schools shall annually submit the following information to the county superintendent of education on or before October 1 and shall provide a copy to the chief school administrator of the nonpublic schools within school district boundaries:
1. A written statement verifying that the required conference was held with the nonpublic school;
  2. A copy of the contract with another agency to provide the services, if applicable, and approved minutes of the district board of education meeting approving the contract, which describes the methods by which the health services to nonpublic school students will be provided for the ensuing year, including a rationale for the distribution of funds; and
  3. A description of the type and number of services that were provided during the previous school year on a form approved by the Commissioner of Education.