Nursing Services
Request for Proposal (RFP)
Proposal Specifications & General Requirements

Nursing Services
Proposal No: CC 22-05

Tuesday December 7th, 2021
Proposal Opening Date
10:00 am
Proposal Opening Time

Nicholas K. Brown
School Business Administrator/Board Secretary
Nursing Services-- Request for Proposals (RFP)

Legal Advertisement

The Pinelands Regional Board of Education, solicits proposals through the Competitive Contracting process

Proposal No.  CC 22-05  Nursing Service
All necessary proposal specifications and proposal forms may be secured upon written request to:

Att: School Business Administrator/Board Secretary
Pinelands Regional Board of Education
520 Nugentown Rd.
Little Egg Harbor, NJ 08087
nbrown@prsdnj.org

Proposals must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of Pinelands Regional Board of Education, on or before date and time indicated below.

The envelope is to bear the following information:

<table>
<thead>
<tr>
<th>Title:</th>
<th>Nursing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal No.:</td>
<td>CC 22-05</td>
</tr>
<tr>
<td>Name and Address of the Respondent</td>
<td></td>
</tr>
<tr>
<td>Proposal Due Date:</td>
<td>Tuesday December 7th, 2021</td>
</tr>
<tr>
<td>Proposal Opening Time:</td>
<td>10:00 am</td>
</tr>
</tbody>
</table>

Location of Proposal Opening:

Pinelands Regional Board of Education Office
520 Nugentown Rd.
Little Egg Harbor, NJ 08087

The proposal opening process will begin on the above date and time at the above listed location. Proposals may also be submitted to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting (if applicable), in the Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.
No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

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

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

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, 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.

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

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

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

Nicholas K. Brown
School Business Administrator/Board Secretary
Pinelands Regional School District

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

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Percentage of the Total Cost of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>One Hundred Percent (100%)</td>
</tr>
</tbody>
</table>

CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS
As a requirement for submission of the bid, all bidders are to read the Certifications Section for Federal Contract Requirements, found in the end of the bid package. Bidders shall be responsible for completion, execution and submission of all required Certification documents.
ETHICS IN PURCHASING
Statement to Vendors

BOARD OF EDUCATION RESPONSIBILITY

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

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

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

VENDOR RESPONSIBILITY

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

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

VENDOR CERTIFICATION
Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.
1. **PROMPTNESS OF PROPOSAL SUBMITTAL**
   It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Tuesday December 7th, 2021**. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 7:00 am – 3:00 pm according to the school calendar and 7:30 am – 3:00 pm, Monday thru Thursday during the summer. Access to the Business Office may be delayed because of security clearance. Respondents may also submit proposals to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting held in the Pinelands Regional Board of Education Office located at 520 Nugentown Rd. Little Egg Harbor, NJ 08087 prior to the advertised proposal opening date and time. Once again, proposals will not be accepted after the time designated in the advertisement.

2. **PARKING**
   Parking in the vicinity of the Board of Education Administration Building is at a premium. *Allow enough time to locate a parking space.* Due to limited parking spots, please try to limit you and/or your company to one car per bid proposal. If there is overflow parking, please park in the visitor parking spots at Pinelands Regional High School or Pinelands Regional Junior High School and walk over to the board office.

   If a bid opening takes place on a day where school is in sessions, busy hours are from 7:00 a.m. to 7:45 a.m., and between 1:40 p.m. and 2:30 p.m. Be aware of school buses and traffic coming from nearby schools.

3. **MAIL**
   Mail is brought to the school district in mailbags, at different times daily. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately **11:30 a.m.**, but we cannot guarantee that anything you mail is received in a timely manner.

4. **UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**
   Deliveries of this type are usually made from **10:00 a.m.** on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office.

5. **HAND DELIVER PROPOSALS – SUGGESTED PRACTICE**
   Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary before the advertised date and time. **Please understand that proposals arriving after the advertised date and time for any reason, cannot be accepted or opened or considered.**
A. Documents to be Returned with Proposal

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
6. Financial Guarantee (Bid Bond, Cashier’s Check, or Certified Check)—If Required
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership

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

B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have you verified your pricing to ensure accuracy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you answered question fully and accurately?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Have you signed all your documents (blue ink)? No facsimile signature.</td>
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<tr>
<td>4. Have you prepared all documents for submission?</td>
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<tr>
<td>5. Did you make a copy of the Proposal package for your records?</td>
<td></td>
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<tr>
<td>6. Did you submit a Proposal Guarantee? Consent of Surety? (Only if required)</td>
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<tr>
<td>7. Did you correctly address the envelope? (Page 8 Item #2)</td>
<td></td>
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<tr>
<td>8. Have you allowed ample time for the Proposal to reach the Business Office?</td>
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Nursing Services

GENERAL SPECIFICATIONS

Nicholas K Brown
School Business Administrator/Board Secretary
PINELANDS REGIONAL BOARD OF EDUCATION

Competitive Contracting/Request for Proposals (RFP)

Nursing Services

Instructions for Respondents

1. **PROPOSALS ARE TO BE SUBMITTED TO:**
   
   School Business Administrator/Board Secretary
   Pinelands Regional School District
   520 Nugentown Rd.
   Little Egg Harbor, NJ 08087

   BY: **10:00 a.m. PREVAILING TIME** ON: **Tuesday December 7th, 2021**

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

2. Proposals must be placed in a **sealed** envelope/package and clearly marked with the Nursing Services on the front of the envelope/package. Proposals **must be** submitted in **duplicate** on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

**Envelope Label Information:**

District: Pinelands Regional Board of Education
Proposal No: CC 22-05
Project: Nursing Services
Proposal Date: Tuesday December 7th, 2021
Proposal Time: 10:00 am
Respondent
Respondent Address
City, State, Zip
Failure to properly label the proposal envelope may lead to the rejection of the proposal!

3. **PURPOSE**
   The Board of Education is soliciting request for proposals (RFP’s) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into contract for Nursing Services.

4. **AFFIRMATIVE ACTION REQUIREMENTS**
   Each company shall submit to the Pinelands Regional Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (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, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All 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 Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.
Subcontractors
Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:
(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

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

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

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

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.
All respondents are requested to submit with their response, a copy of their firm’s New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.

9. **CERTIFICATE (CONSENT) OF SURETY** □ REQUIRED  X 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 sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the proposal, shall be deemed cause for disqualification and rejection of the proposal.
10. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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.

Board of Education Requirement

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

11. COORDINATION OF ACTIVITIES

The School Business Administrator/Board Secretary will coordinate the activities for this proposal.
12. **CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION**

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. Failure to provide 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. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

13. **DEBARMENT, SUSPENSION, OR DISQUALIFICATION** N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

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

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

14. **DOCUMENTS, MISSING/ILLEGIBLE**

The respondent shall familiarize himself with all forms* 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.

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

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification 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.
16. **EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

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

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.


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.

18. **FINANCIAL GUARANTEE AND BONDING REQUIREMENTS**

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

Financial Guarantee □ REQUIRED X NOT REQUIRED

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

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

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

19. **FORCE MAJEURE**

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

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

20. **GENERAL CONDITIONS**

A. **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.

B. **Award of Contract**

It is the intention of the Board of Education to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

C. **Contracts**

Upon notification of award of contract by the Board of Education, the successful vendor shall sign and execute a formal agreement between the board and the vendor.

- Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the 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; Availability and Appropriation of Funds—When Applicable
The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The 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.

- 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.

D. 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.

E. Deadline for Submitting Proposals
All proposals shall be addressed to:

Nicholas K. Brown
School Business Administrator/Board Secretary
Pinelands Regional School District
520 Nugentown Rd
Little Egg Harbor, NJ 08087

All proposals are to be received by the Board of Education no later than Tuesday December 7th, 2021
10:00 am

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

H. Number of Copies to be Submitted -- One (1) Original; One (1) Copy
The district requires one (1) original proposal and one (1) copy to be submitted at the proposal date and time. Other instructions on submission may be found in the technical specifications.
The respondent, to whom the contract is awarded for any service work or construction work, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

**Commercial General Liability**
- $2,000,000. General Aggregate
- $2,000,000. Products
- $1,000,000. Personal Injury
- $1,000,000. Each Occurrence Combined Single Limit for Bodily Injury and Property Damage
- $50,000 Fire Damage
- $5,000 Medical Expense

**Excess Umbrella Liability**
- $4,000,000
- $1,000,000 Sexual Harassment

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

**(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:

Pinelands Regional Board of Education  
c/o School Business Administrator/Board Secretary

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

“Pinelands Regional 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 or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his employees or by any subcontractor employed by him or any of the subcontractor’s employees.

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

X Required  □ Not Required

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

$1,000,000 Each Incident; Occurrence; Wrongful Act

$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The Pinelands Regional Board of Education
c/o School Business Administrator

and remain in full force during the term of contract.

The contractor must provide proof that insurance coverage does not contain exclusions for sexual misconduct, abuse or molestation.

22. **INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. 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.


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](https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

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

24. **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.

25. **NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and 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 Pinelands Regional Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

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

26. **OPENING OF PROPOSALS**

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

**Tuesday December 7th, 2021**

**10:00 a.m.**

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

27. **PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including 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.
When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

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

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

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

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

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

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

29. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

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

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

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

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

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the
specifications package for use by the business entity. The Board has also provided a list of agencies to
assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying
those public agencies whose elected 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. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

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

   [https://www.nj.gov/education/crimhist/preemployment/](https://www.nj.gov/education/crimhist/preemployment/)

31. **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)**

32. **RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**
It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

33. **RIGHT TO KNOW LAW**
All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

34. **STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**
No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of
business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

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

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

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

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

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

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

### 36. **TAXES**

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

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

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

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused 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 Board harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

38. 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, the Director of Facilities, other interested administrators’ and the Architect of Record for the project (if applicable) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.
Nursing Services

PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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

Nicholas K. Brown
School Business Administrator/Board Secretary
To be completed, signed below and returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number  CC 22-05  Proposal Date: Tuesday December 7th, 2021

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.  ISSUING DATES

☐ No Addenda Received

Name of Company

Address ___________________________________________________ P.O. Box

City, State, Zip Code

Name of Authorized Representative

Signature ___________________________ Date
To be completed, signed below and returned with proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No.  CC 22-05  Proposal Date:  Tuesday December 7th, 2021

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

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

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

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

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

[www.state.nj.us/treasury/contract_compliance/](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 Purchase and Property  
  Contract Compliance and Audit Unit—EEO Monitoring Program  
  P.O. Box 206  
  Trenton, NJ 08625-0206

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

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

Name: __________________________________________________________________

Signature  __________________________________________________________________

Title ___________________________ Date ___________________________

Name of Company_____________________________________________________

Address _____________________________________________________________

City, State, Zip ________________________________________________________
To be completed, signed below and returned with proposal.

ASSURANCE OF COMPLIANCE

Contact with Students
There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder’s understanding of the below listed requirements and further acknowledging the bidder’s assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement
When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

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

http://nj.gov/education/educators/crimhist/preemployment/

Name of Company

Name of Authorized Representative

Signature ___________________________ Date

Nursing Services (CC 22-05)
Pinelands Regional Board of Education

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 52:34-25

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

<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
<th>Name of Recipient Elected Official/Committee/Candidate</th>
<th>Name of Contributor</th>
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</tbody>
</table>

The Business Entity may attach additional pages if needed.

☐ No Reportable Contributions (Please check ✔ if applicable.)

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

Certification

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

Name of Authorized Agent ________________________________

Signature __________________________________ Title __________________________________

Business Entity ____________________________________________
C. 271 POLITICAL CONTRIBUTION
DISCLOSURE FORM

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.
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-I 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 Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal 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-I 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.

P.L. 2005,c271

Page 2

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.

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. 52:34-25

INSERT LIST OF AGENCIES WITH ELECTED OFFICIALS
To be completed, signed below and returned with proposal.

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number  CC 22-05
Proposal Date:  Tuesday December 7th, 2021

Nursing Services

Name of Company _____________________________________________________________

Address

PO Box _____________

City, State, Zip ________________________________________________________________

Business Phone Number (____)_________________________ Ext. ___________________

Emergency Phone Number (_____)______________________________________________

FAX No. (____)________________________ E-Mail _________________________________

FEIN No. _____________________________

Years in Business

Number of Employees _______________

References – Work previously done for School Systems in New Jersey

Name of District Address Contact Person/Title Phone

1. ____________________________

2. ____________________________

3. ____________________________

Vendor Certification

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

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

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

Debarment
I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

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

________________________________________
President or Authorized Agent (Print) SIGNATURE

Nursing Services  (CC 22-05)
PINELANDS REGIONAL BOARD OF EDUCATION  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE  
VENDOR/BIDDER NAME

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature  Date

Print Name and Title  Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.
To be completed, signed below and returned with proposal.

NON-COLLUSION AFFIDAVIT

Title of Proposal

Re: Proposal for the Board of Education. Proposal No. CC 22-05

STATE OF _______________ )

COUNTY OF _____________ )

Proposal Date: Tuesday December 7th, 2021

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

I am__________________________ of the firm/company of

and the Respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this Proposal with any potential Respondents, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named Proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Proposal.

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

__________________________________________________________
(Print Name of Contractor/Vendor)

Subscribed and sworn to: ________________________________

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _______ day of ____________________,

Month Year

Print name of Notary

Signature of Notary

My commission expires ____________________________, __________.

Month Day Year

- Seal –
STATEMENT OF OWNERSHIP DISCLOSURE

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):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

Nursing Services (CC 22-05)
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.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
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</tbody>
</table>

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 Pinelands Regional 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 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.

Nursing Services (CC 22-05)
This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

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

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S12101 et seq.

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

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

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

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

Appendix A
RIGHT TO KNOW

1. All products that you deliver to the Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et. seq.)
   
   A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
   
   B. Next to each chemical name will be the CAS number of that chemical.
   
   C. The label must be attached to each container (bottle, box, can, bucket, etc.)

2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.

3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.
TO ALL RESPONDENTS:

REMINDER!

Did you sign all of the Proposal documents?

All Proposal documents returned to the Board shall be signed with original signatures. Please try to use blue ink.

The Board will not accept facsimile or rubber stamp signatures.

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

School Business Administrator/Board Secretary
Nursing Services
Request for Proposal

TECHNICAL SPECIFICATIONS

Nicholas K. Brown
School Business Administrator/Board Secretary
Purpose of Proposal
The Pinelands Regional School District Board of Education, located in Little Egg Harbor in Ocean County, New Jersey, is soliciting proposals through the Request for Proposal (RFP) process for the purpose of entering into contract for Nursing services as here within specified.

District: Pinelands Regional School District is a regional school district in Ocean County, New Jersey, serving students from Eagleswood Township, Little Egg Harbor Township and Tuckerton Borough along with the Burlington County municipality of Bass River Township.

The District currently has two schools both located in Little Egg Harbor Township.

- Pinelands Regional High School
- Pinelands Regional Jr. High School

Scope of Service
The Pinelands Regional School District, Department of Special Education, wishes to utilize the services of an LPN or RN to provide services required by N.J.A.C. 6A:141.1 et seq., included but not limited to direct nursing services as required in their Individual Educational Program (IEP), or Students with Disabilities & Section 504 of the Rehabilitation Act of 1973.

Aside from providing services either as a direct service, indirect service, or consultative in nature, the following list applies:

- All health care professionals must be able to provide medical and educational assistance to assigned students. Services are required on a full time basis during all school hours, including transportation.

- Identify critical issues or resolve important problems related to the students’ medical needs during school hours, including transportation to and from school.

- Collaborate with classroom teacher, CST, and school nurse staff, and transportation staff as needed to ensure student’s needs are met.

- Submit itemized invoices that reflect accurate accounting of services provided as per the IEP.

Continuity of Service
Continuity of services to students by the assignment of a single provider to work with a specific student is extremely important. Therefore, the provision of assurances that such continuity of therapists’
services shall occur, (barring unforeseen emergencies), is a necessary element of any vendor’s proposal submission.

**Semi-Medicaid Reimbursement Activity**

The Pinelands Regional School District participates in the SEMI Medicaid Reimbursement program managed by the State of New Jersey. Therefore, as per State regulations, all services provided shall be entered into the SEMI database. Training shall be provided at the start of the school year. A New Jersey License as well as Department of Education Certificate (if applicable) is required for provider’s time to meet MEDICAID reimbursement requirements. No unlicensed provider(s) are to be assigned to work with district students.

Note: All such data shall be entered no later than thirty (30) days following the end of any service month. Failure to meet this requirement shall cause the subsequent payment for services to be delayed until this error is corrected. Continued failure shall be reason for contract cancellation.

**Location of Services**

Services are to be provided on location in the recipient’s class/school; in a school vehicle with the student, and in any community location where the student visits during school hours.

**Performance**

- Vendors will be evaluated for performance in January and in June of the school year.

- Providers working for vendors are expected to perform all duties in a professional manner in accordance with board policies. It is the responsibility of the vendor to review pertinent policies with their staff.

- Vendor evaluations of providers shall be made available to the district as needed.

- The district reserves the right to request a change in provider should a violation of board policies and/or the student’s IEP occur.

**Other Services**

There may be instances where other services or activities (not identified above) have been, or are assumed by a provider to be, a routine aspect of the service delivery. It shall be understood that there is no such cost attached to any but listed services.

**Qualifications of Respondents**

Certificates, Licenses, Criminal Background Check: All professional staff assigned to conduct any of the above-listed services, shall be in possession of all appropriate and current certificates of eligibility as well as New Jersey Licenses, as awarded by a New Jersey State agency (DOE, DHS, etc.), charged with such responsibility, or professional licensing entities, as appropriate. Whether providing evaluation or therapy services, all therapists either self-employed or employed by a Clinic or Agency shall have a “current” status in the New Jersey Department of Education Approved Agencies and Clinic official website. This requirement applies to any vendor with (3) or more employees only. All providers working with students shall possess a current and active criminal background check.
Companies will provide to the district with a list of employees, copies of required licenses and/or certification, contact information (phone number and email), location and monthly updates of information based upon changes of employees’ caseload.

**Sufficiency of Staff:**
Any provider submitting a proposal for a specific school population, shall provide assurances that it has sufficient personnel to meet the initial assignment as well as the ability to meet the increasing population to be served as students are identified for services in the ensuing months of the school year.

**Attendance of Staff:**
All agency personnel are expected to sign in via the security system at assigned building on a daily basis. Reporting time for agency personnel will be based on the transportation schedule for the student.

**Notification of Absence:**
In the event of an absence, the provider must notify the Office of Special Services AND assigned school building personnel via email before the start of the school day. It is the provider’s responsibility to to fill any vacancies that occur as a result of their employee’s Notice of Absence.

**Specialized Equipment and/or Materials:**
While the district shall provide classroom space and, where necessary, specialized rooms and/or equipment, any such additional needs, arising from newly identified students, experience or research, shall be made known to the Director of Special Education, or designee, immediately so that the appropriate steps for the purchase of such items shall be processed. There shall be no post-purchase reimbursement to any provider for any deviations from this requirement.

**Contract Period**
The term of contract will be from December 15th, 2021 continuing through June 30, 2022.

**Coordination of Activities**
All activities for the procurement of the contract will be coordinated through the office of

- **Nicholas Brown**
  School Business Administrator/Board Secretary

All activities pertaining to the administration of this contract shall be coordinated by

- **Erin Lichtenwalner**
  Special Services Director
Fee Schedule – Payment Evaluations—Per Hour Basis

- LPN or RPN: per hour prorated for actual service delivery times

All billing for the above listed services shall be a flat rate for the final report. All proposals are required to confirm that fact when the rate is stated. If there are any anticipated deviations from this procedure (e.g. missed scheduled appointments in a Provider’s office), such must be stated in the submitted proposal explaining the service and/or reason for any additional billing beyond the report itself.

Billable hours are defined as follows:

- Time in the vehicle to and from the school with the student
- All Direct contact time with the student and or staff related to students care
- If a student’s IEP changes at any time during the contract, the number of billable hours may also increase or decrease accordingly.
- In the event schools are running on a modified schedule for a given day (i.e., half day) billable hours will reflect the school hours for that day, including transportation.

It is anticipated that all billing for the above listed services shall be on a per hour basis. All proposals are required to state the rate for each session segment. If there are any anticipated deviations from this procedure such must be stated in the proposals with a full explanation. Group sessions are considered one session and should be billed as such. No more than five (5) students can participate in one session. Group rates will not be included in proposals.

Service Verification:
All vouchers submitted in support of a request for payment, must have attached a Verification of Service, which has been signed by either a school administrator. Each day billed must show the name of the person who served in the role of LPN/RN, especially when there is an absence or leave. In those instances, where a report is generated and received by the district, that assessment shall be considered equivalent to this form.

Procedural Expectations:
The following are part of the additional procedural expectations attending to the awarding of a final contract:

- Unless Vouchers for Payment are received in the Office of Special Education by the first (1st) of the month following the billing (or the first business day after if the first (1st) is a weekend or holiday) payment by the district will be delayed.

- Upon receipt of a contract and the commencement of service, NO SERVICES NOT SPECIFIED IN THE AWARD MAY BE PROVIDED. IF SUBMITTED, SUCH PAYMENT SHALL NOT BE MADE. There are no exceptions to this absolute requirement.

- All fees for service shall be paid in the billing cycle one month following the service delivery. All bills for payment shall be submitted on the forms provided by the Board of Education and must be accompanied by the Service Verification forms, signed by the parent or school staff member.
• All Vouchers for Payment must be submitted separately for each of the district’s schools, as well as those out of district schools where PINELANDS REGIONAL SCHOOL DISTRICT students are placed.

• Every Voucher must identify the school in which the service was provided. For those rare circumstances where services are provided at home or at a place of business, a separate Voucher must be submitted bearing that information.

• Services are provided only on days listed in each school’s calendar

• Services are not provided on the days when schools are closed due to inclement weather. Any charges incurred during inclement weather days will not be paid by the Pinelands Regional School District.

Note: The district shall not pay for any missed days. In the event that a student is absent, the District will not pay for the day.

In rare cases, compensatory services may be approved. Be cautioned that the District will not pay for any compensatory services that are not approved in writing by the Office of Special Education. All compensatory services must be billed on separate Service Verification Forms.

Presentation Package -- (Evaluative Criteria)
The Pinelands Regional School District seeks from all participating respondents’ information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price. All respondents shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include at a minimum the following:

I. Technical Criteria

Description of Services
Respondents should list all services to be rendered with an explanation in detail on how they will provide the services. Respondents shall provide evidence of how services of similar type were provided to other public/private school in New Jersey. Respondents by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

Explanation of Services—Questions to be Answered
Each respondent shall address and prepare answers the following questions in their proposal.

1. Describe your agency’s experience and capacity to provide Nursing services including your ability to provide supervision and oversight to your agency’s professional services staff.
2. Describe your plan to coordinate services between the District administrator, teacher and other school staff.

3. Describe your plan to work collaboratively with parents if needed.

4. Describe your ability to provide services on an “as needed” basis for unanticipated staff absences.

5. Describe your ability to work with a diverse population of students ages 3-21 with a variety of disabilities.

6. Describe any specialty training your staff receives (CPR, Crisis Prevention, HIB, Abuse and Neglect Procedures, Prompt Therapy, etc.)

Please add any additional information you want us to consider.

II. Management Criteria

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

- Name, address, phone, fax, website, and other information of the professional firm or individual;
- An organizational chart noting the names of all the principals and partners;
- Resumes of key staff members and all individuals who would be assigned to carry out the services for which this proposal is being submitted;

Qualifications; Relevant Experience
Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school 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/private school districts;
- A list of all public and private schools which have been serviced by the Respondent in the past 3 years;
- Experience with Pinelands Regional School District preferred;
- Copies of all professional licenses that are required to perform the services as listed in the specifications;
- List any judgments within the last three (3) years and/or a list of bankruptcy or organizational proceedings within the last ten (10) years;
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;
III. Cost Criteria  Per Hour Basis
Respondents are to submit an hourly rate for Occupational Therapy: per hour, prorated for actual therapy times.

The Board realizes the value of the provider’s time and as part of this contract, the provider will be paid a minimum of three (3) hours based upon the approved hourly rate for any visitations to the district. Any time after three (3) hours will be billed at the normal hourly rate. Again the three hour minimum applies only to physical visits to the districts and not any virtual sessions. (The district will not pay for mileage or other costs associated with travel of the therapist.)

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

● Expenses; Related to Contract; Incidental
All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Board will not reimburse any vendor for any incidental expenses related to the contract, including any meals, travel, supplies, etc.

● Expenses Not Related to the Contract; District Procedures
There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The district will procure these services separately.

● Extraordinary expenses
Extraordinary expenses to be incurred by the respondent in the performance of his duties may be brought to the board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.
Evaluation Process; Methodology of Awarding Contract

All 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Value Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Technical Criteria</td>
<td>40</td>
</tr>
<tr>
<td>II. Management Criteria</td>
<td>30</td>
</tr>
<tr>
<td>III.* Cost Criteria</td>
<td>30</td>
</tr>
</tbody>
</table>

*The Office of the School Business Administrator will assist in the evaluation of the Cost Criteria of all proposals received.*

Evaluation of Proposals -- Evaluation Committee

A committee may be selected to evaluate proposals that have been submitted. Committee members will be familiar with the need for services to be performed in the request for proposal. Committee members, if chosen, will be identified in the final report submitted to the board and also in the award of contract resolution.

All proposals will be evaluated pursuant to guidance issued in N.J.A.C. 5:34-4.2-Model Evaluation Criteria and in accordance with guidance issued the Office of State Comptroller and its publication "Best Practices for Awarding Services Contracts”

Award of Contract

The School Business Administrator shall evaluate all proposals received. The SBA may use the assistance of a committee to evaluate the proposals.

It is the intention of the Pinelands Regional School District to award the contract to the respondent whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

It is the intention of the Pinelands Regional School District to award the contract at the December regular public meeting.
Rights of Board of Education
The Board reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Board deems necessary or convenient, to clarify the information provided as part of the Proposal Statement and to request additional information to support the information included in any Proposal Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondent.
Pricing Proposal Form

Nursing Services (Individual)

Proposal No. 22-05
Proposal Date: Weekday, Month 00, 2000

I/we hereby submit the following pricing for the services as specified.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nursing Services per hour - Local</td>
<td>$ per hour</td>
</tr>
<tr>
<td>Evaluation Rate</td>
<td>$ per hour</td>
</tr>
</tbody>
</table>

Name of Company

Address

City, State, Zip

Telephone No. Ext. Fax No.
E-Mail: ____________________________
Tax ID Number ____________________________

Authorized Agent Title

**Authorized Signature** ____________________________ Date _____________
FEDERAL CONTRACT PROVISIONS
Appendix II to Part 200

CERTIFICATIONS

Public Works, Goods and Services; Food Services Contracts

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

SUBMIT FORMS WITH BID/PROPOSAL AND CONTRACT DOCUMENTS

Nicholas Brown
School Business Administrator/Board Secretary
Federal Contract Requirements/Certifications

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the Federal Uniform Administrative Requirements 2 CFR Part 200 et seq., including, but not limited to, the following:

Please Note: Food Services Contracts—When Applicable
The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

When applicable, contractors shall comply with the Board’s Specifications and General Requirements for Food Services contracts, and the following Federal Regulations:

- National School Lunch Program 7 CFR 210.21
- School Breakfast Program 7 CFR 220.16
- Special Milk Program 7 CFR 215.14(a)
- Summer Food Service Program 7 CFR 225.17
- Buy American 7 CFR 210.21(d)

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

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

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

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

Nursing Services (CC 22-05)
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:
Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
2 CFR Appendix II to Part 200 and Other Contract Provisions

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

**Minority Businesses, Women’s Businesses and Small Businesses 2 CFR 200.321 (a)**

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


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

**Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act**

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

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

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

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
Rights to Inventions Made Under a Contract or Agreement.
If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or “domestic commodity or products” (51% or more), of the United States be used, wherever available for the food services program. This “Buy American” clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.
The Purchasing Agent should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

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

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

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

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

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

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

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

**Energy Efficiency Standards**

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

**Termination of Contract**

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

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

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

Goals and Timetables for Minorities and Women

Construction Projects ONLY

Please complete and sign:

☐ Applicable – Please provide goals and timetables; complete below
☐ Not Applicable – Check off and complete below

Name of Company:

Address:

City, State, Zip:

Signature:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<table>
<thead>
<tr>
<th>Certification</th>
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<tbody>
<tr>
<td>(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</td>
</tr>
<tr>
<td>(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</td>
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<tr>
<th>NAME OF APPLICANT</th>
<th>PR/AWARD NUMBER AND/OR PROJECT NAME</th>
</tr>
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<tr>
<th>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
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<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

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

<table>
<thead>
<tr>
<th>PART I: VENDOR/CONTRACTOR INFORMATION</th>
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<tbody>
<tr>
<td>Individual, Company/Firm Name</td>
</tr>
<tr>
<td>Address of Individual, Company/Firm</td>
</tr>
<tr>
<td>DUNS Code (if applicable)</td>
</tr>
<tr>
<td>CAGE Code (if applicable)</td>
</tr>
</tbody>
</table>

Check the box that represents the type of business organization:

<table>
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<tr>
<th>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</th>
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<tbody>
<tr>
<td>I hereby certify that the <strong>individual or organization listed above in Part I</strong> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <strong>Board of Education</strong> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <strong>Board of Education</strong> to notify the <strong>Board of Education</strong> 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 <strong>Board of Education</strong>, permitting the <strong>Board of Education</strong> to declare any contract(s) resulting from this certification void and unenforceable.</td>
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<thead>
<tr>
<th>Full Name (Print):</th>
<th>Title:</th>
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<th>Signature:</th>
<th>Date:</th>
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Complete, sign and return with contract/proposal.