VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

May 3, 2024

RE: RFP # 13-24/25

To whom it may concern,

Sealed proposals will be received by Vineland Public Schools for the purpose of acquiring *Online Educational Services.* Sealed proposals will be received at the Vineland Public Schools business office at 61 W. Landis Ave. Vineland, NJ 08360 at **10:00 a.m.** prevailing time on **Thursday, May 23, 2024.**

Sincerely,

Keith A. Salerno
Executive Director of Purchasing

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

REQUEST FOR PROPOSAL
(RFP)

Online Educational Services
RFP# 13-24/25

Thursday, May 23, 2024
RFP Deadline Date

10:00 AM
RFP Deadline Time

Delivery Location:
Vineland Board of Education
61 W. Landis Ave. Vineland, NJ 08360

Scott Musterel
School Business Administrator/Board Secretary

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

REQUEST FOR RFP

PUBLIC NOTICE

TAKE NOTICE that on or before Thursday, May 23, 2024 at 10:00 a.m. prevailing time, the Vineland Board of Education will accept sealed proposals for:

***Title**: Online Educational Services*
RFP # 13-24/25

For an initial term of: July 1, 2024 through June 30, 2025. Pursuant to N.J.S.A. 18A:18A-42 the contract may be extended for two one year terms or one two year term.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Discrimination (N.J.A.C. 17:27 et seq.)

Special Notice - Office of the School Business Administrator

There is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

Submission of Proposals

All potential respondents are to send their responses through the US Postal Service or other recognized delivery service that provides certification of delivery to the sender. Proposals can be hand delivered on Monday through Friday of each week between the hours 8 am and 4 pm.

RFP packets are available on the District website www.vineland.org under Bids/RFPs tab. Contact Keith A. Salerno (ksalerno@vineland.org), Executive Director of Purchasing, 1350 S.W. Boulevard, Vineland NJ 08360 with questions.

Scott Musterel
Business Administrator/Board Secretary
Vineland Board of Education

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

REQUEST FOR PROPOSAL
RFP# 13-24/25

GENERAL/ TECHNICAL SPECIFICATIONS & EVALUATION PROCESS

Scott Musterel
School Business Administrator/Board Secretary

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

ONLINE EDUCATIONAL SERVICES

RFP # 13-24/25

INTENT:

The Vineland Board of Education seeks to appoint a vendor that will provide an online learning platform for students. The vendor must offer the courses that we are currently providing to our students in our schools including several English/Language Arts, high school Math, World Languages, high school Social Studies, high school Science, and Advanced Level courses for all content areas. All student numbers are estimated and the Vineland Board of Education reserves the right to purchase more or less of the services requested. A total price per student should be provided on the attached bid proposal form. The vendor must also offer full credit abbreviated summer classes, 6-8 weeks at length, for all of the courses we currently provide through our schools.

SCOPE OF SERVICE

The vendor will provide curricula that reflect the appropriate NJ student learning standards and meet the needs of the diverse learners in the district.

- The vendor is to provide online learning platforms for instruction for the courses we have listed in this Competitive Contract, including several World Languages, high school Social Studies, high school Science and Advanced Level courses for all content areas.
- Coursework needs to reflect the appropriate NJ student learning standards and meet the NJ high school graduation requirements.
- Vendors must communicate with students, parents (guardians) and teachers on a weekly basis to provide grades and progress through the course.
- All assignments need to be graded within 1 week of submission.
- The selected vendor must be able to accommodate student reassessment at the district's discretion.
- Online instructors should be available to students at minimum during normal business hours.
- Students can work anytime/anywhere they have internet access.
- The courses are set up in a self-paced structure
- Extensive reporting: District needs access to pull reports that provide but are not limited to students' grades, teacher, progress, time on task.
- Courses must be able to provide accommodations according to students' IEPs or 504 such as but not limited to extended time, access to printed material, and alternate forms of assessment.
- Courses must also be able to provide accommodations to English Language Learners according to the WIDA Can-Do Descriptors.
- The program needs to be web based and hosted by a vendor.
- The program needs to be compatible with multiple platforms including Mac, PC, Chromebook, IPad and Android.

- Simplified registration/student upload process or communication with SIS.
- District has administrative access to monitor registration, student grades, progress by student, grade level and teacher.
- District teachers must have access to their students' grades and control over resetting, opening, and closing assignments, as well as access to and the ability to reset student usernames and passwords.
- Incorporation of differentiated instruction through Universal Design for Learning.
- Video tutorials addressing common problems and FAQs should be available on demand on the course site.
- The vendor must also be able to provide on-site support as needed in the form of parent information nights, staff training, and student information sessions.

SUMMER SCHOOL:

- The bidding agency **MUST** offer summer school classes to our students. Agencies not having the ability or choosing not to respond to this category may be found non-responsive in this category.
- The vendor must offer full credit abbreviated summer classes, 6-8 weeks at length, for all of the courses we currently provide through our schools.
- If the vendor offers summer classes in a semester format (A & B), both courses must be completed in a total of 6-8 weeks.
- Abbreviated summer school classes are financed by the parents or guardians. Therefore, the company must provide pricing that is fiscally responsible.

MANDATORY COURSES:

The bidding agency must offer the following courses. If the bidding agency does not offer **ALL** the mandatory classes the bidding agency may be found non-responsive in this category. Please indicate which courses are available and provide course descriptions.

BUSINESS ELECTIVES			
Accounting I	Financial Literacy	Business and Personal Law	Business Management I
Marketing Education I			
ENGLISH			
Honor English I, II, III, IV	AP English Language and Composition	AP English Literature and Composition	Advanced College English I, II, III, IV
College English I, II, III, IV			
Ingles 1 - Ingles como Segundo Idioma	ESL 1 - English as a Second Language	Ingles 2 - Ingles Como Segundo Idioma	ESL 2 - English as a Second Language
Ingles 3 - Ingles Como Segundo Idioma	ESL 3 - English as a Second Language	Ingles 4 - Ingles as a Second Language	ESL 4 - English as a Second Language

Ingles 5 - Ingles Como Segundo Idioma	ESL 5 - English as a Second Language	Supplemental ESL 1,2,3,4,5	
FINE ARTS			
Art and the Artist	Art I, II, III, IV	Concert Choir	Concert Ensemble
Craft Media Arts	Dance	Graphic Design	Honors Music Theory
Intermediate Music Theory	Marching Band	Music Theory	Select Choir
Studio Art I, II, III	Studio Music	String Ensemble	Theater Arts I, II III, IV
MATHEMATICS			
Advanced College Algebra I, II	Advanced College Geometry	Advanced Math	Advanced Placement Calculus
College Algebra I, II	College Geometry	Pre-Calculus	Honors Algebra II
Honors Calculus	Honors Geometry	Honors Pre-Calculus	
MATHEMATICS ELECTIVE			
Advanced Placement Statistics			
PHYSICAL EDUCATION AND HEALTH			
Drivers ED (NJ)	Health I, II, III, IV	9th Grade Physical Education	10th Grade Physical Education
11th Grade Physical Education	12th Grade Physical Education		
SCIENCE			
Advanced Placement Biology	Advanced Placement Chemistry	Advanced Placement Physics I, II	College Biology
Honors Biology	Bilingual Biology	College Chemistry	College Environmental Earth Science
Bilingual Environmental Earth Science	College Physical Science	Bilingual Physical Science	College Physics
Honors Chemistry			

SOCIAL STUDIES			
College World History	Historia/Culturas Del Mundo	Bilingual World History	Honors World History
College United States History I, II	Historia De Los Estados Unidos I, II	Bilingual U.S. History I, II	Honors United States History I, II
Advanced Placement United States History II			
FULL-WEIGHT ADVANCED PLACEMENT SOCIAL STUDIES ELECTIVES			
Advanced Placement European History	Advanced Placement Human Geography	Advanced Placement Psychology	Advanced Placement US Politics/Government
UNWEIGHTED SOCIAL STUDIES ELECTIVES			
African-American Experience I, II	Hispanic History and Culture	Introduction to Psychology	Native Americans and Culture
Political and Legal Education	The search of Conscience: A History of the Holocaust and Genocide	Sociology I, II: Principles and Topics in Sociology	
WORLD LANGUAGE			
World Language Survey Class (Middle Schools)	Middle School Level World Languages Classes	Arabic (Distance Learning)	French I, II, III, IV, V
German I, II, III, IV, V	Italian I, II, III, IV, V	Japanese I, II, III, IV	Latin I, II, III, IV
Mandarin Chinese	Russian I, II, III, IV	Spanish I, II, III, IV, (AP Spanish Language & Culture), V	AP Spanish Language & Culture
American Sign Language I, II, III, IV	Russian for Heritage Speakers I, II, III, IV	Spanish for Heritage Speakers I, II, III, IV	AP Spanish Language & Culture (Heritage)
Greek I, II, III, IV			
6TH GRADE MIDDLE SCHOOL COURSES			
Language Arts	Mathematics	Science	Social Studies (Ancient Civilizations)
Physical Education	Health		
7TH GRADE MIDDLE SCHOOL COURSES			

Language Arts I	Mathematics	Science	Health
Social Studies (World History)	Spanish I	Physical Education	
8TH GRADE MIDDLE SCHOOL COURSES			
Language Arts II	Mathematics	Pre-Algebra	Health
Physical Education	Science	Social Studies (Civics)	Spanish II

GOALS/OBJECTIVE/RESULTS/PERFORMANCE COMPLETION DATES

- District staff will have the ability to extend the completion date for any online course.
- *World Languages*: Students-performance in all domains aligned to the ACTFL Can-Do Statements for that level.
- *Financial Literacy*: Suggested core content for fulfillment of this requirement focuses on personal financial literacy and an understanding of foundational concepts in economics. Personal Financial Literacy (Standard 9.1), includes the application of knowledge, skills, and ethical values when making consumer and financial decisions that impact self, the family, and local and global communities. Topical strands address money management; credit and debt management; planning, saving and investing; becoming a critical consumer; risk management and insurance; and civic financial responsibility. Needs to meet the NJ high school graduation requirement.
- *Science*: Scientifically literate individuals possess the knowledge and understanding of scientific concepts and processes required for personal decision-making, participation in civic and cultural affairs, and economic productivity.
- *Social Studies*: Social studies education provides learners with the knowledge, skills, and perspectives needed to become active, informed citizens and contributing members of local, state, national, and global communities in the digital age.
- *Math and Language Arts:* Math and Language Arts courses will provide the learners with assignments/tasks that are aligned to the standards and require students to demonstrate mastery by applying their knowledge to real-world scenarios.
- District staff will need access to the entire curriculum to review modifications and accommodations

ENVIRONMENT OF SERVICE AREA

- Students may be allotted time during the school day to devote to online study. In this scenario, the students will be assigned a certificated teacher to facilitate the course. That teacher is responsible for ensuring that students stay on track and for mediating any technological or instructional issues that may arise. They are not responsible for teaching/delivering the content of the course. Students may also elect to take the course outside of the school environment.

TARGET GROUPS/AUDIENCE

These courses will be taken by three discrete groups of students:

- Middle school students studying world languages for half a year in the Applied Math and Science Academy
- High School students taking world languages as a full-year course
- High School students taking advanced courses in math, science, social studies, and english that require additional instruction/support.
- Middle School or High School students who require credit recovery courses during the summer.
- High school students taking a half-year Financial Literacy as a graduation requirement.
- Other students may take other courses upon request.

QUALIFICATIONS OF RESPONDENTS

Respondents shall provide a detailed narrative demonstrating their knowledge and experience in providing online learning platforms for instruction. Respondents shall demonstrate experience working with New Jersey school districts to provide the type of services requested in this RFP.

- Instructors must hold New Jersey certification in the content area.
- Instructors must be available to students on a full-time basis.

TIMELINES

- Students will begin their coursework at the beginning of September and will continue through the first full week of June. High school courses including World Languages will be a full-year, full-credit course. Middle school World Languages and high school Financial Literacy will be half-year, half-credit courses.

TERM OF CONTRACT

The term of contract shall be for a period of one year. July 1, 2024 through June 30, 2025. Pursuant to N.J.S.A. 18A:18A-42, the contract may be extended for two (2) one-year terms or one (1) two-year term. Contract extensions shall be at the discretion of the Board of Education.

COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the office of:

A. Request for Proposal Process
Mr. Keith A. Salerno
Executive Director of Purchasing
Email: ksalerno@vineland.org

B. Online Instruction Services
Mrs. Suzette DeMarchi
Executive Director of Curriculum and Instruction
Email: sdemarchi@vineland.org

PRESENTATION OF PACKAGE - Submit with RFP Response

The Vineland Public 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 in a prompt and professional manner.

All respondents shall prepare a presentation package to be submitted with the RFP.

The presentation package shall include, at a minimum, the following:

TECHNICAL CRITERIA

Description of Services

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. 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 on providing the services requested.

MANAGEMENT CRITERIA

A. Business Organization

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

1. Name, address, phone, fax, email address and other key information about the professional firm or individual.
2. An organizational chart noting the names of all specific members of the organization slated to work on this project and partners .
3. Resumes of key staff members and professional development providers. Resumes should be constructed to emphasize relevant qualifications and experience of the individuals assigned in successfully providing services of a nature similar to those required by this RFP.
4. The agency's financial and administrative capacity to deliver the proposed services.
5. A description of the agency's maximum staff capacity to provide these online services to the district.
6. Other information concerning individuals of the firm that would assist the school district in the evaluation process.

B. Qualifications; Relevant Experience

The respondent must provide documentation that their firm has relevant experience as follows:

1. Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process

2. Business Organization

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

MINIMUM MANDATORY QUALIFICATION AND SUBMISSION REQUIREMENTS

1. Provide a description of the agency's background and staff credentials. Evidence of five (5) years experience in the field should be included in the presentation package.

2. Provide three (3) client references from current and former school district clients that are comparable to Vineland Public Schools in size and demographics. For each reference, please provide the name and position, organization, contact information, a brief description of the services provided, and timeframe for when the services were delivered.
3. Describe agencies' proposed fee structure. Fee structure should detail any training or yearly administrative costs. **Prices should include all costs.** Any materials offered through this contract must be ancillary to the professional development services provided. Such materials must be proprietary, licensed, and/or copyrighted to your organization and be included as a part of your professional development session (s). Any material pricing submitted should be accompanied by a National Price list (published pricing)
4. Provided detailed cost projection for the following assumed district needs:
5. All travel and/or incidental expenses related to the services provided are the responsibility of the professional service provider. The school district will not reimburse any provider for any travel and/or incidental expenses related to this contract.
6. Familiarity with the use and development of appropriate data, at state, district, and school levels aligned to the Common Core state Standards and the NJ Core Curriculum Contents Standards.
7. Describe the company's hiring, credentialing, training, and evaluation process. Specifically describe how the company will process criminal history checks in accordance with NJAC 18A:6-7.2. Refer to item # 10 in this RFP (All employees must receive a Department of Education background check.)

COST CRITERIA

Fee Proposal
The proposal should include a schedule of potential fees charged to the district.

Expenses: Additional
The selected firm agrees that it is responsible for all additional expenses including travel, meals, postage, photocopying, fax transmissions, courier services, online research, filing and recording incurred in the rendering of services for this RFP.

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.

- 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/her duties may be brought to the Board prior to the actual expenditure. The board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.

EVALUATION PROCESS: METHODOLOGY OF AWARDING CONTRACT

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

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

	Category	Value Points
I.	Technical Criteria	25
	A. Description of services B. Reporting mechanisms C. Demonstrated accuracy of reporting mechanism D. Capabilities of the proposed software	
II.	Management Criteria	35
	A. Business Management B. Qualifications & experience of agency C. Responsiveness and completeness of the proposal.	
III.	Cost Criteria	40
	A. Fee Proposal	

EVALUATION OF PROPOSAL

All proposals will be evaluated in accordance with the Office of the State Comptroller's publication

Best Practices for Awarding Services Contracts

The committee will be familiar with the need for the services to be performed in the request for proposals.

Executive Director of Purchasing, Assistant School Business Administrator, School Business Administrator & Assistant Superintendent (s), will review and evaluate all proposals as they pertain to the procurement process.

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

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

It is the intention of the Board of Education to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices.

The Board, based upon the report of the School Business Administrator, may award contracts to one or more vendors based upon availability of vendors to provide services and other factors.

PACKING/SUBMISSION OF PROPOSAL—Form of Submission
The board requests that all proposals be placed in a sealed package, with one (1) proposal clearly marked "Original Proposal" and with three (3) clearly marked "Copies."

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to 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.

Scott Musterel
School Business Administrator/Board Secretary

UNAUTHORIZED ORDERS

TO: All Vendors

Authorized Purchases

The Vineland Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with **authorized signatures** and a **Purchase Order Number**.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendor's Responsibility

- **Do NOT Honor Requests!**

  Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a **purchase order number**.

- **Contact the Business Office!**

  Please alert Keith A. Salerno at 856-794-6700 ext. #6801 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

  The Vineland Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Vineland Board of Education will only recognize purchase orders signed by:

Scott Musterel
School Business Administrator/Board Secretary

VINELAND BOARD OF EDUCATION

SCHOOLS AND FACILITIES

SCHOOL NAME	ADDRESS
ANTHONY ROSSI SCHOOL	2572 PALERMO AVENUE
D'IPPOLITO SCHOOL	1578 N VALLEY AVENUE
DANE BARSE SCHOOL	240 S ORCHARD ROAD
DR WILLIAM MENNIES	361 E GRANT AVENUE
JOHN H WINSLOW	1335 MAGNOLIA ROAD
JOHNSTONE SCHOOL	165 S BREWSTER ROAD
MARIE DURAND SCHOOL	371 W FOREST GROVE ROAD
PETWAY ELEMENTARY	1115 S LINCOLN AVENUE
CASIMER DALLAGO	240 S 6TH STREET
SABATER	301 S EAST BOULEVARD
VETERANS MEMORIAL	424 S MAIN ROAD
VINELAND HIGH SCHOOL NORTH	3010 E CHESTNUT AVENUE
VINELAND HIGH SCHOOL SOUTH	2880 E CHESTNUT AVENUE
THOMAS WALLACE MIDDLE SCHOOL	688 N MILL ROAD
LANDIS ADMINISTRATIVE OFFICES	61 W. LANDIS AVE.
MAINTENANCE	27 CONEY AVE.
WAREHOUSE	1350 S.W. BLVD
CUNNINGHAM	315 S EAST AVENUE
MAINTENANCE GARAGE	28 WEST AVENUE
SGT. DOMINICK M. PILLA	3133 S. LINCOLN AVE.

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

ADVISORY INFORMATION FOR RESPONDENTS

Special Notice - Office of the School Business Administrator

There is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

Submission of Proposals

All potential respondents are to send their responses through the US Postal Service or other recognized delivery service that provides certification of delivery to the sender. Proposals can be hand delivered on Monday through Friday of each week between the hours 8 am and 4 pm.

Deadline for receipt of proposals is: **Thursday, May 23, 2024 @ 10:00 am**

RFP packets are available on the District website www.vineland.org under Bids/RFPs tab. Contact Keith A. Salerno (ksalerno@vineland.org), Executive Director of Purchasing, 1350 S.W. Boulevard, Vineland NJ 08360 with questions.

Submission of Original RFP; Three Copies of the RFP

All RFPs are to be submitted in four copies ; one (1) original; three (3) copies

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

Online Educational Services

Instructions for Respondents

1. **PROPOSALS ARE TO BE SUBMITTED TO:**

Scott Musterel
School Business Administrator/Board Secretary
Vineland Board of Education
61 W. Landis Ave.
Vineland, NJ 08360

BY: ***10:00 a.m.*** PREVAILING TIME ON: ***Thursday, May 23, 2024***

by mail, delivery service or in person on Monday through Friday between the hours of 8 am and 4 pm. Proposals that are submitted are to be sealed.

2. Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposals ***must be*** submitted in ***triplicate*** on the submittal forms as provided, and in the manner designated. The Board requires one original and three copies of the proposal package. The copies are necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:	District:	**Vineland Board of Education**
	Proposal No:	**RFP# 13-24/25**
	Project:	**Online Educational Services**
	Date:	**Thursday, May 23, 2024**
	Time:	**10:00 a.m.**
	Respondent:	Name of Company
		Address
		City, State Zip Code

Failure to properly label the proposal envelope may lead to the rejection of the proposal! The Board of Education does not accept electronic (e-mail) submission RFP's.

3. **PURPOSE**

The Board of Education is soliciting requests for proposals (RFP's) for the purpose of entering into a contract for Online Educational Services.

4. AFFIRMATIVE ACTION REQUIREMENTS

Each respondent shall submit to the Vineland Public Schools, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

a. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or

b. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or

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

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

"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.

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award will result in the rejection of 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 ©, 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 PROVISION-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 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 hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling of 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 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 this contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all the money due or 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 constructed 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 to P.L. 1985, c.490 (C. 18A:18A-51 et seq.).

7. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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

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

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid.

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

Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid or proposal.

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

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

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.
A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

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

9. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the respondent desires to bid an equivalent item the respondent shall do the following:

a. On the Proposal Form, write in ink next to the item requested, the respondent's substitute item, including brand name, model number and full description of item. This is the only change to the Proposal Form the Board will accept.

b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. With the sample item shall be

a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.

c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.

d. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the proposal.**

e. It is the responsibility of the respondent to demonstrate equivalency of items offered.

10. CERTIFICATE (CONSENT) OF SURETY

IF 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 companies must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

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

11. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

N.J.S.A. 40A:11-2.2; 18A:18A-49.5; 18A:64A-25.44.
Thus, when a contract for goods or services is awarded, renewed, amended, or extended, a contracting unit shall now 1) require a vendor or contractor to certify, using the Treasury vendor certification as a template, that the vendor or contractor is not identified on the OFAC list due to activity related to Russia and/or Belarus, and 2) type the vendor's or contractor's name and address into the OFAC list search to determine whether they appear on the list due to activity related to Russia and/or Belarus. When searching the OFAC list, the vendor or contractor is considered to be engaging in activity related to Russia and/or Belarus if the term Russia or Belarus comes up next to their name under the "Program(s)" column. If a vendor or contractor discloses their presence on the OFAC list but claims to have a license or other exemption enabling their doing business in Russia and/or Belarus, the vendor or contractor should be required to provide proof of such exemption. Contracting units are advised to consult with their legal counsel concerning the extent of their obligation to verify a claimed exemption. Part of the analysis may involve whether the proposed contract is the same, or similar to, the exemption such that the contracting unit could enter into a contract with the vendor or contractor. If a vendor or contractor has a broad line of business, please note that the license or exemption may only apply to a portion of their line of business.

12. CONTRACTORS/VENDOR REQUIREMENTS-OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)
Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2
Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

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

13. COORDINATION OF ACTIVITIES

The following people will coordinate the activities for this proposal

A. Request for Proposal Process
Mr. Keith A. Salerno
Executive Director of Purchasing
Email: ksalerno@vineland.org

B. Online Educational Services
Mrs. Suzette DeMarchi
Executive Director of Curriculum & Instruction
Email: sdemarchi@vineland.org

14. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1--REQUIREMENT

All providers for the services of this contract shall provide to the school district, prior to commencement of services, written proof that each employee assigned to provide services has had a current NJDOE criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

Failure to provide written proof of criminal history background check for any employee prior to commencement of services may be cause for termination 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 assignment to the District as a service provider, immediately.

15. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

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

16. 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.

17. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

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

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Non Collusion Affidavit
- Proposal Form
- Statement of Ownership
- Bid bond, certified check or cashier's check (If applicable)
- Federal Addendum (attachments B & C)

Additional items to be returned with bid package or prior to award of contract

- Investment Activities in Iran
- New Jersey Business Registration Certificate
- Certification of non-involvement of prohibited activities in Russia or Belarus

*Please check your RFP package for these forms!

18. 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.

19. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

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

20. 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.

IF 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 Vineland 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.

If the contract award is based on a daily or hourly rate or no total amount of contract can be determined, it shall be assumed the total contract amount will exceed $20,000.00. Therefore, the bid bond amount will be in the amount of $2,000.00 or 10% of $20,000.00

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.

21. 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.

22. 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 to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices.

C. Contracts
Upon notification of award of contract by the Board of Education, the successful vendor shall sign and execute a contract and return it, together with the following:

- Certificate of Liability Insurance with the Vineland Board of Education names as an additional insured.(If required) or Professional Liability Insurance (If required)
- Affirmative Action Evidence in the form of Certificate of Employee Information Report as issued by the Department of Treasury.
- Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents shall be returned to:
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.

D. 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. The School Business Administrator/Board Secretary,may negotiate terms of renewal of contract proposals and present such negotiated proposals to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

E. 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

F. 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.

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

Scott Musterel
School Business Administrator/Board Secretary

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

Thursday, May 23, 2024
10:00 a.m.

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

H. Number of Copies to be Submitted -- One (1) Original; Three (3) Copies
The district requires one (1) original proposal and three (3) copies to be submitted at the proposal date and time. Other instructions on submission may be found in the technical specifications section.

23. INSURANCE AND INDEMNIFICATION

IF REQUIRED: X REQUIRED

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 and Property Damage
$50,000. Fire Damage
$5,000. Medical Expense

Excess Umbrella Liability:

$1,000,000

(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:

Vineland Board of Education
c/o The Business Office
61 W. Landis Ave.
Vineland, NJ 08360

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

"Vineland 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
Automobile Liability	$1,000,000 Per Occurrence

(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 of incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

23(a)INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

IF REQUIRED: _X_ 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 Vineland Board of Education
c/o The Business Office
61 W. Landis Ave.
Vineland, NJ 08360

and remain in full force during the term of contract.

24. INTERPRETATIONS AND ADDENDA

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

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days 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.

25. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The Vineland Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran- N.J.S.A. 52:32-55 et seq.

N.J.S.A. 52:32-57 et seq (P.L 2012, c.25 and P.L. 2021, c.4)
A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subscription b. Of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act,

shall be ineligible to, and shall not, bid on, submit a proposal for, or entre into a renew, a contract with a State agency for goods or services.

N.J.S.A. 52:32-58: Certification Required.
A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investments activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is successful bidder or proposer, or otherwise proposes to enter into a renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at:

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

If the Board determines that a person or entity has submitted a false certificate concerning its engagement in investments 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 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 Investment Activities in Iran 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. Such certification is required to be submitted prior to the award of the contract.

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

26. 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 uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

27. 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 Vineland 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.

28. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion, make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

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

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

29. PERFORMANCE BOND

IF REQUIRED: _X_ NOT REQUIRED

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 a 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.

30. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

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

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 $200 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 Vineland 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 to in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

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

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

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

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.

31. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

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 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 to 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 respondents shall submit with their RFP package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

32. 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)**

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

The Vineland Public School District will hold a pre-submission via online live streaming of proposal meeting on

N/A - NOT APPLICABLE WITH THIS RFP
0:00 p.m.
via online live streaming at the following link:

The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are encouraged to attend this meeting. Addenda to the proposal may be issued as a result of the meeting

34. 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.

35. 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
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368
rtk@doh.state.nj.us

36. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

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

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

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

37. 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 materials for the Board without first receiving written permission from the School Business Administrator.

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

- Insurance Certificate as outlined in the proposal specifications;

- Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents 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.

38. 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.

39. 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 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.

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

PROPOSAL DOCUMENTS
AND
REQUIRED DOCUMENTATION

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

Scott Musterel
School Business Administrator/Board Secretary

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

CHECKOFF FORM

Mandatory Items

1. _____ Acknowledgement of Addenda
2. _____ Affirmative Action Questionnaire or Certificate of Employee Information Report
3. _____ Chapter 271 Political Disclosure Form
4. _____ Contractor Questionnaire/Certification
5. _____ Non Collusion Affidavit
6. _____ Proposal Form
7. _____ Statement of Ownership
8. N/A Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)
9. N/A Consent of Surety
10. _____ Federal Addendum (attachments B & C)

Items to be returned with the proposal or before the award of contract

1. _____ Certification of non-involvement of prohibited activities in Russia or Belarus
2. _____ Investments Activities in Iran
3. _____ New Jersey Business Registration Certificate

NOTE: PLEASE INITIAL ALL ITEMS ON CHECKOFF FORM.

VINELAND BOARD OF EDUCATION

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ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP # **13-24/25**

The respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the period of bid 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:_____

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AFFIRMATIVE ACTION QUESTIONNAIRE

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP# **13-24/25**

This form is to be completed and returned with a bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence 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 - From AA201.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: **www.state.nj.us/treasury/contractcompliance/**

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

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

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

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

Name:_____

Signature:_____

Title:_____ Date:_____

Name of Company:_____

Address:_____

City, State, Zip:_____

VINELAND BOARD OF EDUCATION

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CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

RFP # **13-24/25**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendori") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Circle the Appropriate Letter)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that exceed $17,500.00 Ref. N.J.S.A. 19:44-20.26)

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP # **13-24/25**

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

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

The business Entity may attach additional pages if needed.

_____ **No Reportable Contributions** (Please check if applicable)

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

Certification:

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

Name of Authorized Agent:_____

Signature:_____

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 $200 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.**

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

P.L. 2005, c.271

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

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

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

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-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 bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-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.

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

County Name: Cumberland
State: Governor, and Legislative Leadership Committees
Legislative District #s: 1 & 3
State Senator and two members of the General Assembly per district.

County:
Freeholders County Clerk Sheriff Surrogate

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

Bridgeton City
Commercial Township
Deerfield Township
Downe Township
Fairfield Township
Greenwich Township
Hopewell Township
Lawrence Township
Maurice River Township
Millville City
Shiloh Borough
Stow Creek Township
Upper Deerfield Township
Vineland City

Boards of Education (Members of the Board):

Bridgeton City
Commercial Township
Deerfield Township
Downe Township
Fairfield Township
Greenwich Township
Hopewell Township
Lawrence Township
Maurice River Township
Millville City
Shiloh Borough
Stow Creek Township
Upper Deerfield Township
Vineland City

Fire District's (Board of Fire Commissioners):

Commercial Township Fire District No.1
Commercial Township Fire District No.2
Commercial Township Fire District No.3
Downe Township Fire District No.2
Downe Township Fire District No.3
Maurice River Township Fire District No.1
Maurice River Township Fire District No.2
Maurice River Township Fire District No.3
Maurice River Township Fire District No.4
Maurice River Township Fire District No.5

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP# **13-24/25**

Name of Company:_____

Street Address:_____ P.O. Box:_____

City, State, Zip:_____

Business Phone Number: ( )_____ Ext.:_____

Emergency Phone Number: ( )_____

Fax Number: ( )_____ E-mail:_____

FEIN Number:_____

Vendor Certifications

Direct/Indirect Interests

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

I certify that I am not an official or employee of the Vineland Board of Education.

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 Vineland 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.

False Material Representation

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

_____

President or Authorized Agent

_____

Signature

DISCLOSURE OF INVESTMENTS IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION# AND TITLE: _____
VENDOR 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.

CIRCLE THE APPROPRIATE LETTER

A. I Certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 P.L. 2021, c4), that neither the Vendor/Bidder listed above or nor any of its parents, subsidiaries or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

B. 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 on the Vendor/Bidder, or one of its parents, subsidiaries or affiliates has engaged in regarding investments in Iran by completing the information requested below.

Entity Engaged in Investments 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 on behalf of the indore, that the forgoing 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 is under a continuing obligation form 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 false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(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

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

NON-COLLUSION AFFIDAVIT

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP # **13-24/25**

STATE OF _____

:SS:

COUNTY OF _____

I,_____ of the City of _____

In the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am _____(Position in Company)

of the firm of _____ and the bidder making the bid for the above named contract, and that I executed that said bid 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 bid with any potential bidder, 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 bid and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the City of Vineland relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said bid.

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)

Subscribed and sworn to:_____

(Signature of Contractor)

Before me this _____ day of _____,_____

Month Year

_____ _____

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commissions expires _____ _____, _____. -SEAL-

Month Day Year

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

PROPOSAL FORM

Please provide a detailed analysis of pricing per online platform *per student*. Provide a complete list of all online educational services (courses) proposed and all costs associated with providing these services. Please provide a complete analysis of the summer courses offered and cost to the parents per student. Each proposed online service should be broken down to a per student cost. Please attach analysis and course descriptions to this proposal form.

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents: and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal.

Name:_____

Address:_____ P.O. Box_____

City,State,Zip Code _____

Federal Tax ID Number:_____

Phone Number:_____ Extension:_____

Fax Number:_____ Email: _____

Authorized Agent: _____ Title: _____

Agent's Signature:_____ Date: _____

The proposal must be received no later than the date specified in the cover sheet. All proposals are to be sent to the address listed in the cover sheet.

VINELAND BOARD OF EDUCATION

61 W. LANDIS AVE. VINELAND, NJ 08360

STATEMENT OF OWNERSHIP DISCLOSURE

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

RFP TITLE: ONLINE EDUCATIONAL SERVICES

RFP# **13-24/25**

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 line that represent the type of business organization:

_____ Sole Proprietorship (ship Parts II and III, execute certification Part IV

_____ Partnership

_____ Non-Profit Corporation (skip Parts II and III execute certification in Part IV)

_____ Limited Partnership

_____ For-Profit Corporation (any type)

_____ Limited Liability Partnership (LLP)

_____ Limited Liability Company (LLC)

_____ Other (be specific):_____

Part II Check the appropriate line

_____ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

_____ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed)

Name of Individual or Business Entity	Address

Part III Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed in Part II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

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

EXHIBIT A

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

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

(Revised: January, 2016)

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	MAILING DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)
- -

INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, New 08625-0206 **Telephone No. (609) 292-5473**

Federal Contract Requirements Addendum

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**

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.

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

1. 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.

2. The Department of Education has the authority to require changes to this Contract and include remedies, changed conditions, access in records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

3. **All contracts, awarded by a recipient, including small purchases, shall contain the following provisions as applicable:**

A. ***Equal Employment Opportunity*** – Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard of Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   (See Attachment A to this Addendum for goals and timetables for minorities and women.)

   Contractor's compliance with Executive Order 11246 shall be based upon its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Standard Federal Equal Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer Identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

   [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980)

   (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of. all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-46 of this part and in construction subcontracts in excess of $10,000 necessary in whole or In part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican. Puerto Rican, Cuban. Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East. Southeast Asia. the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work Involving any construction trade, It shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups. both male and female, and all women, both minority and non-minority Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any,
employee identification number when assigned, social security number, race, sex, status (eg., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (eg., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
(b) The notice set forth in 41 CFR 60-42 and the specifications set forth in 41 CFR 60-43 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct 20, 1978; 43 FR 51401, Nov 3,1978, as amended at 45 FR 65978, Oct. 3, 1980]

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted/performed in the covered area). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Small Minority and Women's Businesses

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

Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

Copeland "Anti-Kickback" Act *(18 U.S.C. 874 and 40 U.S.C. 276c)* -- All contracts and sub-grants in excess of $2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 -- Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act. *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 a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonFederal 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. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), 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 subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*

Contract Work Hours and Safety Standards Act *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 2 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.

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 subrecipient 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 subrecipient 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 t (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants 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).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **(See Attachment B to this Addendum).**

Buy American - 7 CFR 210.21(d) and N.J.S.A. 18A:18A-20

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take 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 Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.

Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and recovery Act): See 200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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. 2

Political Activities (Hatch Act, 31 U.S.C. 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).

Debarment and Suspension (Executive Orders 12549 and 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. **(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 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).

CODES OF CONDUCT CONFLICTS OF INTERESTS/GRATUITIES

The Vineland Board of Education pursuant to **Federal Regulation 2 CFR 200.318 (c) (1), and N.J.S.A. 18A:12-21** et seq., hereby establishes the following *Standards of Conduct; Conflict of Interest* in the selection, award and administration of contracts using federal funds.

Conflict of Interest
No employee, officer, or agent of the Vineland Board of Education may participate in the selection, award, or administration of a contract supported by Federal award if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or

an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No person officially connected with, or employed in, the Vineland Board of Education shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which hi is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No School official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c).

Solicitation/Receipt?Acceptance of Gifts and Gratuities from Contractors

The officers, employees, and agents of the Vineland Board of Education may neither solicit not accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other thing of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member of school employee in the discharge of their official duties. N.J.S.A. 18A:12-24(e)

Contractor/Vendor Responsibility - Doing Business with the Board of Education

Any vendor doing business or proposing to do business with the Vineland Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the offical's or employee's immediate family. No vendor shall cause to influence or attempt to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards

Officers, employees and agents of the Vineland Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to

suspension of employment; removal of office and revocation of his certification to teach or administer in the State of New Jersey.

STEVENS AMENDMENT

The Vineland Board of Education recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec. 507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non-government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcements describing the project.

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:	

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

*APPLICANT'S ORGANIZATION

*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	*First Name:	Middle Name:
*Last Name:		Suffix:
* Title:		
*Signature:		*Date:

ATTACHMENT C

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

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

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

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT:	AWARD# OR PROJECT NAME:
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:	
SIGNATURE:	DATE:

SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

The Construction Contract with the Board shall contain the following provisions:

a. The Contractor shall post a maintenance bond with a term of two (2) years to protect the Board against faulty materials or defective work that shall appear within a period of two (2) years from the date of final payment or acceptance of the work by the Board, whichever is later.

b. If the Contractor shall fail to perform any aspect of the work in accordance with the requirements of the Contract, the Board may, upon five (5) days written notice to the Contractor and without prejudice to its other rights and remedies under the Contract, the Public School Contracts Law, and applicable rules and regulations, correct the defective work and deduct the cost thereof from payment due or to become due the Contractor.

c. The Board may withhold all or part of a payment to the Contractor for defective work not remedied.

d. The Board has the right to terminate the Contract if the Contractor repeatedly refuses to perform the terms and conditions of the Contract or if the Contractor violates or disregards federal, state and local laws or, the directives of the Board or its Contract Administrator. The Board, upon the written recommendation of its Contract Administrator that sufficient cause exists to justify such termination, shall provide the Contractor with seven (7) days written notice of termination of the Contract containing the reasons for the termination, the effective date and may finish the work with another Contractor or take other remedies that may be legally available and the Contractor shall not be entitled to any further payment.

e. If the expense of completing the work exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the Board.

f. The Board may upon seven (7) days written notice to the Contractor and at any time after the execution of this Contract, terminate or reduce the services of the Contractor to be undertaken hereunder for any reason, including but not limited to, the Board's convenience, abandonment of the project, or the unavailability of funds to complete the work. In the event of such termination, the Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.

g. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof. The Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.

h. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof.