South Brunswick Board of Education
Monmouth Junction, New Jersey

Competitive Contracting
Proposal Specifications &
General Requirements For

Student Data Warehouse/Online Assessments

Proposal No: CC 02-20

Wednesday, March 4, 2020
Proposal Opening Date

12:00 Noon
Proposal Opening Time

David Pawlowski
School Business Administrator/Board Secretary
The South Brunswick Board of Education solicits proposals through the Competitive Contracting process for

Proposal No. CC 02-20 Student Data Warehouse/Online Assessments

All necessary proposal specifications and proposal forms may be secured upon written request to:

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education
PO Box 181
Monmouth Junction, New Jersey 08852
E mail: David.Pawlowski@sbschools.org

Proposals must be sealed and delivered to the Office of the School Business Administrator/Board Secretary of South Brunswick Board of Education, on or before date and time indicated below. The envelope is to bear the following information:

Title: Student Data Warehouse/Online Assessments
Proposal No.: CC 02-20
Name and Address of the Respondent
Proposal Due Date: Wednesday, March 4, 2020
Proposal Opening Time: 12:00 Noon

Location of Proposal Opening

SOUTH BRUNSWICK BOARD OF EDUCATION
231 Blackhorse Road
North Brunswick, New Jersey 08902

The proposal opening process will begin on the above date and time at the South Brunswick Board of Education, 231 Blackhorse Road, North Brunswick, New Jersey 08902. Proposals may also be submitted to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals. No proposals shall be received after the time designated in the advertisement, (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals.
All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq.

PRE PROPOSAL; PRE SUBMISSION CONFERENCE MEETING
There will be a pre-proposal, pre submission meeting on **Wednesday, February 19, 2020 at 11:00 am**. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the

South Brunswick Board of Education  
231 Blackhorse Road  
North Brunswick, New Jersey 08902

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

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

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

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

Proposal are to be submitted to:

**David Pawlowski**  
School Business Administrator/Board Secretary  
South Brunswick Board of Education

**In person:** 231 Blackhorse Lane  
North Brunswick, New Jersey 08902  
**By Mail:** PO Box 181  
Monmouth Junction, New Jersey 08852

**David Pawlowski**  
School Business Administrator/Board Secretary
ETHICS IN PURCHASING

Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities – Prohibited

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

Vendor Influence – Prohibited

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

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.
PROMPTNESS OF PROPOSAL SUBMITTAL
It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised proposal date and time. The advertised proposal date and time for this proposal is on **Wednesday, March 4, 2020 at 12:00 Noon**. No proposals shall be received after the time designated in the proposal advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance and/or the slowness of the elevator to the third floor of the Administration Building. Respondents may also submit proposals to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting, prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

PARKING
Parking in the vicinity of the Board of Education Administration Building at 231 Blackhorse Lane, North Brunswick, New Jersey is available in the front of the building.

MAIL
Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES
Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office on the top floor because of security clearance and/or the slowness of the elevator to the Third Floor of the Administration Building.

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

The proposal opening will take place at the
**South Brunswick Board of Education Offices**
**231 Blackhorse Road,**
**North Brunswick, New Jersey 08902**

*All proposals are to be submitted in duplicate; one (1) original; one (1) copy*
SOUTH BRUNSWICK BOARD OF EDUCATION

PROPOSAL CHECKLIST

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

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
6. Disclosure of Investment Activities in Iran
7. Financial Guarantee (Bid Bond, Cashier’s Check, or Certified Check)—**NOT REQUIRED!**
8. New Jersey Business Registration Certificate
9. Non-Collusion Affidavit
10. Proposal Form
11. Respondent’s Comment Form – Optional
12. Statement of Ownership

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

B. **Reminder Checklist**

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

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

GENERAL SPECIFICATIONS

David Pawlowski
School Business Administrator/Board Secretary
SOUTH BRUNSWICK BOARD OF EDUCATION

Competitive Contracting—Request for Proposal (RFP)

Student Data Warehouse/Online Assessments

Instructions for Respondents

1. **PROPOSALS ARE TO BE SUBMITTED TO:**
   
   **David Pawlowski**
   
   School Business Administrator/Board Secretary
   
   South Brunswick Board of Education

   **In person:** 231 Blackhorse Lane
   North Brunswick, New Jersey 08902

   **By Mail:** PO Box 181
   Monmouth Junction, New Jersey 08852

   **BY:** 12:00 Noon **PREVAILING TIME**

   **ON:** Wednesday, March 4, 2020

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

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

   **Envelope Label Information:**

<table>
<thead>
<tr>
<th>District:</th>
<th>South Brunswick Board of Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal No.:</td>
<td>CC 02-20</td>
</tr>
<tr>
<td>Project:</td>
<td>Student Data Warehouse/Online Assessments</td>
</tr>
<tr>
<td>Proposal Date:</td>
<td>Wednesday, March 4, 2020</td>
</tr>
<tr>
<td>Proposal Time:</td>
<td>12:00 Noon</td>
</tr>
</tbody>
</table>

   **Failure to properly label the proposal envelope may lead to the rejection of the proposal!**
3. **PURPOSE**

The Board of Education is soliciting request for proposals (RFP’s) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into contract for Student Data Warehouse/Online Assessments.

4. **AFFIRMATIVE ACTION REQUIREMENTS**

Each company shall submit to the South Brunswick Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

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

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

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

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**Sample Certificate of Employee Information Report**

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

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

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

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

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

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

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

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

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

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).

7. AWARDS OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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

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

Pursuant to N.J.S.A. 52:32-44, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All bidders or companies providing responses for requested proposals, are requested to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

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

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

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

**N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

All respondents are requested to submit with their response, a copy of their firm’s New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.
9. **CERTIFICATE (CONSENT) OF SURETY REQUIRED**

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

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

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

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

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

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

   Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11. **COORDINATION OF ACTIVITIES**

   The School Business Administrator/Board Secretary will coordinate the activities for this proposal.

12. **CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION**

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.
Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

13. DEBARMET, 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

14. DOCUMENTS, MISSING/ILLEGIBLE

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

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

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

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Statement of Ownership
- Federal Certifications—when applicable

*Please check your RFP package for these forms!
16. **EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

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

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


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

18. **FINANCIAL GUARANTEE AND BONDING REQUIREMENTS**

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

**Financial Guarantee REQUIRED**

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 South Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

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

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

*Failure to submit or failure to sign the financial guarantee shall be cause for disqualification and rejection of proposal.*
Certificate (Consent) of Surety  **REQUIRED**
A reminder; each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

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

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

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

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

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

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

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

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

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

20. **GENERAL CONDITIONS**

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

   No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

B. **Award of Contract**

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

C. **Contracts**

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


   If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

   Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with any financial security becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

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-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

   The Board of Education is the final authority in awarding renewals of contracts.
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:

   **David Pawlowski**
   School Business Administrator/Board Secretary
   South Brunswick Board of Education

   **In person:** 231 Blackhorse Lane
   **By Mail:** PO Box 181
   North Brunswick, New Jersey 08902
   Monmouth Junction, New Jersey 08852

   All proposals are to be received by the Board of Education no later than
   **Wednesday, March 4, 2020**
   **12:00 Noon**

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

21. **INSURANCE AND INDEMNIFICATION** **XX 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 Injury and Property Damage
   - $50,000 Fire Damage
   - $5,000 Medical Expense

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

   **Comprehensive Automobile Liability Insurance**
   - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage
(A) Insurance Certificate – When Required

a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

b. Automobile liability insurance shall be included to cover any vehicle used by the insured.

c. The certificate holder shall be as follows:

South Brunswick Board of Education
c/o School Business Administrator/Board Secretary

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

“South Brunswick Board of Education is named as an additional insured”

OTHER INSURANCES

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

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

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

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

22. INTERPRETATIONS AND ADDENDA

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

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.


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

The Chapter 25 list is found on the Divisions website  

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

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

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

**Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.**
24. LIABILITY – COPYRIGHT

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

25. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

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

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

26. OPENING OF PROPOSALS

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

Wednesday, March 4, 2020
12:00 Noon

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

27. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days 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-10.1.
The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

28. **POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

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

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

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

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

The South Brunswick Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.
POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS
Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract** -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)
  “No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract** – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
  “Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

  “When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form** – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)
  All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

  The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

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

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

30. **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)**
31. **PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)**

The Board of Education will hold a pre-submission of proposal meeting on

**Wednesday, February 19, 2020**

11:00 am

The location of the meeting will be held at

**South Brunswick Board of Education**

231 Blackhorse Road

North Brunswick, New Jersey 08902

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

32. **RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

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

33. **RIGHT TO KNOW LAW**

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

New Jersey Department of Health and Senior Services

Right to Know Program

CN 368

Trenton, New Jersey 08625-0368

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

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

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.
35. **SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

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

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

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

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

36. **TAXES**

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

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

37. **TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.
Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor’s breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

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

38. WITHDRAWAL OF PROPOSALS

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

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

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators’ and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.
Competitive Contracting

PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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

David Pawlowski
School Business Administrator/Board Secretary
To be completed, signed below and returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number  **CC 02-20**  Proposal Date: **Wednesday, March 4, 2020**

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

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<th>ADDENDA NO.</th>
<th>ISSUING DATES</th>
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☐ No Addenda Received

Name of Company ________________________________

Address __________________________________________ P.O. Box ____________

City, State, Zip Code ________________________________

Name of Authorized Representative ________________________________

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

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No.  CC 02-20  Proposal Date:  Wednesday, March 4, 2020

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

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

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

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

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

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

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

  Department of Treasury  
  Division of Purchase and Property  
  Contract Compliance and Audit Unit—EEO Monitoring Program  
  P.O. Box 206  
  Trenton, NJ 08625-0206

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

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

Name: ____________________________________________________________

Signature __________________________________________________________

Title ___________________________  Date ___________________________

Name of Company_____________________________________________________

Address _____________________________________________________________

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

**ASSURANCE OF COMPLIANCE**

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

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

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

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


Name of Company ________________________________________________________________

Name of Authorized Representative ________________________________________________

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

South Brunswick Board of Education

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

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

Reportable Contributions

<table>
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<tr>
<th>Date of Contribution</th>
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<th>Name of Recipient Elected Official/Committee/Candidate</th>
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The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent ________________________________

Signature ____________________________ Title __________________________

Business Entity ________________________________
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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 Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.
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.
County Name: Middlesex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 13, 14, 17, 18, 19, 22
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):

Carteret Borough  Middlesex Borough  Sayreville Borough
Cranbury Township  Milltown Borough  South Amboy City
Dunellen Borough  Monroe Township  South Brunswick Township
East Brunswick Township  New Brunswick City  South Plainfield Borough
Edison Township  North Brunswick Township  South River Borough
Helmetta Borough  Old Bridge Township  Spotswood Borough
Highland Park Borough  Perth Amboy City  Woodbridge Township
Jamesburg Borough  Piscataway Township
Metuchen Borough  Plainsboro Township

Boards of Education (Members of the Board):

Carteret Borough  Metuchen Borough  Sayreville Borough
Cranbury Township  Middlesex Borough  South Amboy City
Dunellen Borough  Milltown Borough  South Brunswick Township
East Brunswick Township  Monroe Township  South Plainfield Borough
Edison Township  North Brunswick Township  South River Borough
Helmetta Borough  Old Bridge Township  Spotswood Borough
Highland Park Borough  Perth Amboy City  West Windsor-Plainsboro Regional
Jamesburg Borough  Piscataway Township  Woodbridge Township

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1  Plainsboro Township Fire District No. 1
East Brunswick Township Fire District No. 2  South Brunswick Township Fire District No 1
East Brunswick Township Fire District No. 3  South Brunswick Township Fire District No. 2
Jamesburg Borough Fire District No. 1  South Brunswick Township Fire District No. 3
Monroe Township Fire District No. 1  Woodbridge Township Fire District No. 1
Monroe Township Fire District No. 2  Woodbridge Township Fire District No. 2
Monroe Township Fire District No. 3  Woodbridge Township Fire District No. 4
Old Bridge Township Fire District No. 1  Woodbridge Township Fire District No. 5
Old Bridge Township Fire District No. 2  Woodbridge Township Fire District No. 6
Old Bridge Township Fire District No. 3  Woodbridge Township Fire District No. 7
Old Bridge Township Fire District No. 4  Woodbridge Township Fire District No. 8
Piscataway Township Fire District No. 1  Woodbridge Township Fire District No. 9
Piscataway Township Fire District No. 2  Woodbridge Township Fire District No. 10
Piscataway Township Fire District No. 3  Woodbridge Township Fire District No. 11
Piscataway Township Fire District No. 4  Woodbridge Township Fire District No. 12

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

Proposal Number  CC 02-20  Proposal Date:  Wednesday, March 4, 2020

Student Data Warehouse/Online Assessments

Name of Company _____________________________________________________________
Street Address_________________________________________________________ PO Box ________
City, State, Zip _____________________________________________________________
Business Phone Number (____)_________________________ Ext. ___________________
Emergency Phone Number (____)______________________________________________
FAX No. (____)________________________  E-Mail _________________________________
FEIN No. _____________________________
Years in Business  _______________  Number of Employees   ________________

References – Work previously done for School Systems in New Jersey

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<tr>
<th>Name of District</th>
<th>Address</th>
<th>Contact Person/Title</th>
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Vendor Certification

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

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

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

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

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

__________________________________   ________________________________
President or Authorized Agent (Print)   SIGNATURE

To be completed, signed below and returned with proposal.
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: __________________________ Bidder/Offeror: __________________________

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You 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 below.

Each box will prompt you to provide information relative to the above questions. Please provide thorough answers to each question. If you need to make additional entries, click the “Add an additional activities entry” button.

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<th>Name</th>
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ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby certify 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, that the State of New Jersey 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 State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of any agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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To be completed, signed below and returned with proposal.
NON-COLLUSION AFFIDAVIT

Student Data Warehouse/Online Assessments

Re: Proposal for the Board of Education. Proposal No. CC 02-20

STATE OF _______________) Proposal Date: Wednesday, March 4, 2020

COUNTY OF _____________)

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

I am__________________________ of the firm/company of ____________________________

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

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

__________________________________________
(Print Name of Contractor/Vendor)

Subscribed and sworn to: __________________________________________________________

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _______ day of _____________________, _______.

Month Year

Print name of Notary

Signature of Notary

My commission expires __________________________., _______. - Seal -

Month Day Year

RESPONDENT’S COMMENT FORM
This form is for Respondent’s use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the Proposal. It may not be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like. The Proposal provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done at the Pre-Proposal meeting, or in writing to the Architect through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the Proposal date will not be able to be answered.

Name of Company

Address

City, State, Zip

Name of Authorized Representative

Signature ___________________________ Title ___________________________ Date ___________
STATEMENT OF OWNERSHIP DISCLOSURE  

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

Name of Organization: ____________________________________________

Organization Address: ____________________________________________

City, State, ZIP: _________________________________________________

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

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

**Part II** Check the appropriate box

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

OR

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

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

<table>
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<tr>
<th>Name of Individual or Business Entity</th>
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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.

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<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
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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.

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<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
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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 South Brunswick 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.

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This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

RIGHT TO KNOW

1. All products that you deliver to the Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et. seq.)

   A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.

   B. Next to each chemical name will be the CAS number of that chemical.

   C. The label must be attached to each container (bottle, box, can, bucket, etc.)

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

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

Appendix B
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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)
# 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/lnheic/contract/ecompliance/pdfinstructions.com](http://www.state.nj.us/lnheic/contract/ecompliance/pdfinstructions.com)

### SECTION A - COMPANY IDENTIFICATION

1. EIN NO. OR SOCIAL SECURITY
   1. MECH.
   2. SERVICE
   3. WHOLESALE
   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  RECALL 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/majority categories. (In columns 1, 2, & 3, DO NOT SUBMIT AN EEO-1 REPORT.)

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COL. 1 TOTAL COL. 2 MALE COL. 3 FEMALE</td>
<td>MALE</td>
<td>HISPANIC</td>
<td>AMER</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td></td>
<td></td>
<td></td>
<td>BLACK</td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clinical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftworkers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total employment from previous report (if any)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary &amp; Part-Time Employees</td>
<td>The data below shall NOT be included in the figures for the appropriate categories above.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:  
   - 1. YES  
   - 2. NO

14. IS THIS THE FIRST EMPLOYEER 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 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address NO. &amp; STREET</td>
<td>CITY</td>
<td>COUNTY</td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------</td>
<td>----------</td>
<td>--------</td>
<td>-----------</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

ITEM 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 Philippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY 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 Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473
TO ALL RESPONDENTS:

REMINDER!

Did you sign all of the Proposal documents?

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

The Board will not accept facsimile or rubber stamp signatures.

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

David Pawlowski
School Business Administrator/Board Secretary
Competitive Contracting

TECHNICAL SPECIFICATIONS

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education  
Monmouth Junction, NJ 08852  

Competitive Contracting  
Request for Proposal (RFP)

Student Data Warehouse and Online Assessments

Purpose of Proposal—Brief Overview
The South Brunswick School District (SBSD) through the Office of Student Assessment and Instructional Support, is soliciting proposals from qualified service providers, to create, maintain, archive, and deliver a Student Data Warehouse and Assessment Platform.

Procurement Process
SBSD will using the authorized Competitive Contracting—Request for Proposal procurement process to select qualified vendors to provide a Student Data Warehouse and Online Assessment Program.

Background of South Brunswick School District (SBSD)
The South Brunswick School District located in Middlesex County, New Jersey. The district’s promise to students is to

Ignite Your Passion and Brighten Your Way!

South Brunswick School District presently has

- One high school;
- Two middle schools and
- Seven elementary schools

Vision: All students come into our district with personal stories, unique talents and vast potential. They are supported by a community that values their voice, prioritizes their well-being, and prepares them to graduate inspired and ready to succeed.

SBSD provides a comprehensive and rigorous education for more than 8,500 students in Grades K through 12. South Brunswick School District has approximately 3,438 K-5 Students, 2,043 6-8th grade Students, 2,969 9-12th grade Students.
**Scope Services**
The district seeks proposals from qualified service providers that can meet the needs of the major initiatives and demonstrate:

- Experience in Student Data Warehouse Services
- Knowledge of NJSLS and Assessment Design
- Ability to fulfill all service agreements in a flexible and collaborative manner

**Comprehensive Data Analytics**
- Provides the capability to track program participation (ELL, G&T, Basic Skills) and maintain individual student score data for district, state, and publisher developed tests and assessments.
- Assessment data may be imported from data files.
- South Brunswick School District would like reports for the whole district and a break down by school:
  - District Reports
  - School Reports
    - Current/Prior Teacher
    - Custom Groups in addition to the student information system course option
- Teacher Reports (ability for item analysis)
  - Ability to produce charts, tables, Excel Files within platform and through export
    - Ability to save report templates for future runs.
  - Ability to filter data by subgroups, current/former teacher, demographics
  - Ability to filter by student attendance/absence totals.

**Online Assessment Module**
- NJSLS alignment
- Online/Paper-Based options
- Ability to scan student responses using copiers or device cameras
- Ability for teachers to score online
- Open-ended rubric scored items and ability to customize rubrics
- Alignment to NJSLA format (test format features and test administration accommodations)
- Proficiency Threshold local determination
- Item Bank, third-party vs. vendor owned
  - Ability to edit test items
  - When a test is copied from year to year, all items must be able to be edited and not “locked”
- Ability to edit test items/answers/rubrics after a test is released to students, if errors are identified.
- Items in BANK- aligned to NJSLS standards, DOK levels, varied question types.
**Technology Requirements**
- Chromebook Compatible
- Compatible with existing copiers
- Ease of Migration and Import of existing assessment data
  - Vendor to outline the steps and timelines necessary to migrate data (assessment data and assessments) from existing data warehouse to the new warehouse.
- SIS (Genesis) Compatibility
  - Sync with Genesis Gradebook and Assessment Module
  - Sync with student daily attendance
- Ease of Importing local data and spreadsheets from external data source
- User Security Roles by Location and Position at School Level and District Level
- Automated feature or sync to disable inactive staff members
- Security of passwords, frequency to change passwords, options for password reset

**Parent Portal**
- Ability to print/display performance report for parents after an assessment
- Option for parents to log-in if we choose
- Vendor will respond to critical incidents within one business day. (Example during live online testing.)
- Vendor to provide response protocols, including expected timeliness for service requests and upload of student assessment results.
- Help Desk process to be defined.

**Professional Development**
- South Brunswick School district requests to be included in the package. Online Resources (Webinars, PDF Step by Step Directions)
- Onsite Training to be included in contract
  - Ability for half day sessions and differentiated groups based on security roles
- Training Plan Proposal to include implementation and various user groups.

**Archive Feature**
- Ability to analyze and compare previous year demographics.
- Ability to analyze and compare previous year assessment results.

**Cost**
- Cost of the software package
  - Breakdown of pricing for online test item banks.
- Year one licensing and maintenance fees.
  - Breakdown annual cost for future years.
- Cost for installation and set up
- Cost for Training package
- Price elements bulked vs separately (what is the differences between a per pupil cost vs a total enrollment cost).
  - Online assessments for students in Grades K-8
  - Data warehouse feature for students Grades K-12.
PRESENTATION PACKAGE – Submit with the CC/RFP Response
The South Brunswick Board of Education 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 this section, the district is asking respondents to respond to the request for proposal (RFP) requirements. The respondent will prepare a presentation package outlining their approach to the scope of services and/or the program requirements. The district will use two (2) authoritative sources for the presentation package:

- N.J.A.C. 5:34-4.2.

The State Comptroller recommends that all proposals be judged on the basis of pre-determined, merit-based evaluative criteria, made known to the vendors before proposals are submitted to the district. The recommended criteria are found in N.J.A.C. 5:34-4.2:

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

All respondents shall prepare a presentation package to be submitted with the RFP. The Presentation Package shall include at a minimum the following:

I. Technical Criteria

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

II. Management Criteria

A. Business Organization
The respondent shall submit a full description of the business organization to include, but not be limited to:
- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.
B. Qualifications; Relevant Experience
Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to at least three (3) New Jersey public school districts for a minimum of at least seven (7) years.
- Client list—respondent shall provide a current list of all New Jersey public school district clients;
- Two (2) letters of recommendation from public school districts in New Jersey;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- List of any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years;
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process, and
- Availability of personnel, facilities, equipment and other resources to provide the services requested.
- Affirmative action and cultural diversity and sensitivity training plan of the firm;
- Evidence of timely delivery of services performed within budgeted constraints.

III. Cost Criteria
All respondents shall enter fees on the Proposal Pricing Form for the following:

- Total Project Cost
- Cost of the software package
  - Breakdown of pricing for online test item banks. Bulk fee (total enrollment vs. per pupil cost).
- Cost for Training package
- Year one licensing and maintenance fees.
  - Breakdown annual cost for future years.
- Price elements bulked vs per pupil:
  - Online assessments for students in Grades K-8
  - Data warehouse feature for students Grades K-12.

Again, the respondent’s fee schedule shall compliment the fee payment type as requested by the district. The fee schedule provided by the respondent shall be a significant part of the evaluation process as conducted by the district and respondents should provide a full detailed analysis of their fee proposal.

Financial Disclosure of Respondent
The respondent shall provide a financial disclosure narrative that the firm has sufficient financial resources to meet its obligation. Supporting financial statements, audits and documents are to be submitted with the proposal.

The respondent is to list of any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years.
**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 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. The district will not pay, nor reimburse for any travel expenses.

**Anticipated Timeline**
May 2020 – Phase one – Begin migration to the new Student Data Warehouse and Online Assessment System.
June 2020 – Phase two – Finalizing the migration process
July 2020 - Training begins for staff.
August 2020 – System is fully functional for staff to enter data for the 2020-2021 school year.
September 1st, 2020 – System is fully functional on all levels for the 2020-2021 school year.

**Evaluation Process – Methodology of Awarding Contracts**
The New Jersey Office of the State Comptroller recommends the following:

Weighting of criteria should be used with some criteria to be determined more important than others. Scoring and evaluation process should be well documented.

The district will use a value of one hundred (100) points when evaluating all proposals.

**Scoring of Technical, Management and Cost Criteria—100 Points**

<table>
<thead>
<tr>
<th>Category</th>
<th>Value Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Technical</td>
<td>30</td>
</tr>
<tr>
<td>II. Management</td>
<td>30</td>
</tr>
<tr>
<td>III. Cost</td>
<td>40</td>
</tr>
</tbody>
</table>
Evaluation of Proposals – School Business Administrator/Evaluation Committee
A committee may be appointed by the School Business Administrator to assist him/her in the evaluation of proposals that have been submitted. Committee members shall be familiar with the need for services to be performed in the request for proposal. For Competitive Contracting proposals, the School Business Administrator shall prepare a report evaluating and recommending the award of contract. N.J.S.A. 18A:18A-4.5 (d).

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

Presentations and Interviews—Negotiations Not Permitted
The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to district officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

Award of Contract—Report/Recommendation of School Business Administrator; Multiple Awards
The School Business Administrator shall evaluate all proposal 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.

Packaging/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 one (1) clearly marked “Copy.”
Student Data Warehouse and Online Assessments

Proposal No. _______        Proposal Due Date: **Wednesday, March 4, 2020—12:00 Noon**

**Student Data Warehouse and Online Assessment**
The undersigned, upon becoming completely familiar with the Request for Proposal specifications and the conditions affecting it, hereby proposes to provide the services as outlined for which prices are herewith given:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for Installation and Set-up (Migration - transfer of data)</td>
<td>$____________________</td>
</tr>
<tr>
<td>Cost of the Software Package</td>
<td>$____________________</td>
</tr>
<tr>
<td>Licensing and Maintenance Fees (per year)</td>
<td>$____________________</td>
</tr>
<tr>
<td>Cost to provide Training of Staff</td>
<td>$____________________</td>
</tr>
<tr>
<td>Cost to provide Service (per year)</td>
<td>$____________________</td>
</tr>
<tr>
<td>Online Assessments for Students K-8</td>
<td>$__________ (Bulk Price)</td>
</tr>
<tr>
<td></td>
<td>$__________ (Per Pupil)</td>
</tr>
<tr>
<td>Data Warehouse feature for Students K-12</td>
<td>$__________ (Bulk Price)</td>
</tr>
<tr>
<td></td>
<td>$__________ (Per Pupil)</td>
</tr>
<tr>
<td>Cost to provide Dedicated Customer Service Rep.</td>
<td>$____________________</td>
</tr>
</tbody>
</table>

**Total Cost** $____________________

*The Total Cost listed on this proposal form will be the basis of the evaluation of the cost criteria.*
Student Data Warehouse and Online Assessments

Proposal Form—Page 2

Proposal No. ______  Proposal Due Date: **Wednesday, March 4, 2020—12:00 Noon**

**Student Data Warehouse and Online Assessment**
The undersigned, upon becoming completely familiar with the Request for Proposal specifications and the conditions affecting it, hereby proposes to provide the services as outlined for which prices are herewith given.

Name of Company __________________________________________________________

Address ________________________________________________________________

City, State, Zip __________________________________________________________

Telephone No. _______________ Ext. __________ Fax No. _______________

E-mail: __________________________________________________________________

Tax ID No. __________________________

Authorized Agent ____________________________ Title _______________________

**Authorized Signature** ____________________________ Date _________________