

# **CLINTON TOWNSHIP SCHOOL DISTRICT**

## **Notice of Request for Proposals (RFP)**

Clinton Township School District (CTSD) hereby advertises for a request for proposal:

### **RFP # 24-01 Tutoring Services**

RFPs must be submitted in a sealed envelope and delivered or mailed to the Office of the School Business Administrator/Board Secretary of CTSD, 128 Cokesbury Road, Lebanon, NJ 08833 and received on or before **Thursday, February 8, 2024 at 10:00 A.M.** The envelope, regardless of whether it is placed in a mailer, must be distinctly marked with the following information:

#### **NAME & ADDRESS OF RESPONDENT**

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Thursday, February 8, 2024 at 10:00 A.M.**

Specifications may be obtained on the website at [www.ctsdnj.org](http://www.ctsdnj.org) as well as at the **CTSD Administrative Building**, 128 Cokesbury Road, Lebanon, NJ 08833 **between the hours of 9:00 A.M and 2:00 P.M.**

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq. As Federal Grant Funds may be expended on this Proposal, Respondents are also required to comply with the requirements of 2 CFR §§ 200.318 through 200.327.

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

Gretchen Dempsey, Ed.D.  
School Business Administrator/Board Secretary  
Clinton Township School District  
128 Cokesbury Road, Lebanon, NJ 08833

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**This Form Must Accompany Proposal Submission**

**Bidders' Checklist**

**Required w/Proposal**

**Submitted w/Bid**

Proposal Form (A6 and Exhibit A)	_____
Proposal Sheet Certification (A6 and Exhibit Aa)	_____
EEO/Affirmative Action Compliance Notice (A1 and Exhibit B)	_____
Political Contribution Form (A23 and Exhibit C)	_____
Non-Collusion Affidavit (A21 and Exhibit D)	_____
Bidders' Acknowledgement of Receipt of addenda to proposal documents if necessary (Exhibit E)	_____
Stockholder Disclosure Certification (A26 and Exhibit F)	_____
Statement of Suspension or Debarment (A34 and Exhibit H)	_____
Acceptance of RFP and Contract Award (A35 and Exhibit I)	_____
Technical Specifications (Noted Items)	_____
Licenses of Staff Assigned (A38 and Technical Specifications)	_____

**Required Prior to the Issuance of a Contract within 7 Days.**

(It is preferred these documents be included with the bid submission, but not required)

Affirmative Action Certificate or AA302 Form with Proof of Payment (A1)	_____
NJ Business Registration Certificate (A12)	_____
Insurance Certificate naming CTSD as additional insured (A18)	_____
W-9 Form (A32)	_____
Disclosure of Investment Activities in Iran, Russia, Belarus (A36 and Exhibit G)	_____
Proof of Criminal History (A39)	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Proposal Format and Content**

This portion of the RFP includes instructions on the format Respondents should follow in preparing and submitting their proposals.

Respondents are required to respond to all requests identified in this RFP.

While there is no intent to limit the contents of any proposal, proposals should conform to the format outlined below to ensure that all pertinent information necessary for the evaluation is included and to facilitate review.

**Tab 1** Table of Contents Page/Page Identification Include a Table of Contents and number the pages in the proposal consecutively.

**Tab 2** Original RFP document with integrated responses for A. Requirements & Conditions - A1 through A39. (Do not include Bid Proposal Form (Exhibit A) in this section - see Tab 4)

**Tab 3** Technical Specifications Responses - Responses should be in the same numerical format and order as the requirements you are responding to.

**Tab 4** Proposal Form

**Tab 5** Any Additional Information

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# **TECHNICAL SPECIFICATIONS**

**Dr. Gretchen Dempsey**  
School Business Administrator/Board Secretary

**REQUEST FOR PROPOSALS FOR  
TUTORING SERVICES**

**Clinton Township School District  
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**1. STATEMENT OF WORK**

**A. DISTRICT INFORMATION**

The Clinton Township School District (CTSD), located in Hunterdon County, NJ comprises three schools, one for grades pre-K-2, one for grades 3-5 and one for grades 6-8. CTSD has 1190 students and approximately 270 staff.

**B. SCOPE OF WORK AND DELIVERABLES**

The Clinton Township School District (“District”) is seeking proposals from companies who will provide high quality in-person math tutoring to the District’s grade 3-5 students at the Round Valley School.

The scope of work for services is listed below.

**Minimum Requirements**

**a. Services**

- Render in-person math tutoring for grades 3-5, Monday through Friday, during typical school hours.
- Provide tutoring for a minimum of three (3) days per week for each week of the program.
- Provide two (2) tutors who will each work with several groups of three (3) students.
- Provide math tutoring based on i-Ready diagnostic data and the i-Ready math program.
- Provide a spreadsheet or equivalent data tool that is updated regularly to show performance changes for each student tutored for the duration of the program.
- Collaborate with district administration and the district’s program facilitator to ensure consistent and effective delivery of services.

**b. Expectations**

- All individuals employed by, or otherwise associated with the applicant, who may have direct contact with students will be well-trained tutors who are certified math teachers.
- A sufficient number of appropriately qualified tutors is immediately available. These tutors are committed to working in the district for the duration of the program. Qualified substitute tutors will be provided if the typically assigned tutors are unavailable.
- All individuals employed by, or otherwise associated with the applicant, who may have direct contact with students will, at the contractor’s expenses, comply with the provisions of New Jersey Department of Education 18A:6-7.1 and P.L. 2018, c. 5 by obtaining the required criminal history record (fingerprint-based criminal history) and Sexual Misconduct/Child Abuse Disclosure for each employee before they have in-person contact with students.
- All respondents shall be duly authorized to do business in the State of New Jersey.
- Supervision of students during tutoring sessions must align with state and local policies.

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**C. TIME FRAME**

The contract will be for a term of at least 18 weeks beginning March 18, 2024, with the exclusion of the weeks of April 1, 2024, May 6, 2024 and June 4, 2024. The term of service may be extended beyond the 18 weeks but not past August 31, 2024 as needed to fulfill student needs. The Board of Education reserves the right to terminate, at any time during the contract period, with a thirty (30) day notice.

**2. EVALUATION AND SELECTION**

***Criteria***

The District intends to use the following criteria (when/where applicable) as evaluating factors for all proposals submitted. The evaluation will be performed by a district team, composed of the Director of Curriculum, Learning, and Grants, a building principal, the School Business Administrator, and an instructional staff representative. These criteria are not intended to be limiting or all-inclusive, and they may be adapted or supplemented in order to meet a contracting unit's individual needs as competitive contracting may dictate. No criteria shall unfairly or illegally discriminate or exclude otherwise capable vendors.

**TECHNICAL (18 points)**

1. Tutor and Program Quality

- a. Describe how the vendor trains their tutors to ensure provision of high-quality tutoring in the areas including but not limited to: small group instruction, using data to inform instruction, and social and emotional learning.
- b. Provide evidence that delivery of tutoring services by the vendor in similar school districts has resulted in measurable growth of students in specific math domains.
- c. Provide a model example of how the vendor will monitor and report student progress to teachers and administrators. Alternatively, describe this process.

2. Delivery of Service

- a. Provide a project plan for how the vendor will meet the scope of work as outlined in this document.
- b. Describe the vendor's experience with i-Ready diagnostics and programming.
- c. Describe the system by which the vendor will monitor the tutoring process and collaborate with district administrators to ensure consistent and effective delivery of services.

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**MANAGEMENT (6 points)**

1. Business Organization Capacity

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

- a. Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual, including a brief historical and current summary of the organization;
- b. An organizational chart noting the names of all principals and partners;
- c. Statement regarding the financial stability of the contractor and the ability of the contractor to perform the requested services included in this response.

2. Qualifications; Relevant Experience

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

- a. Evidence of providing services as listed in the specifications to public/private school districts for a minimum of at least two (2) years;
- b. A list of a minimum of three (3) Board of Education clients the vendor has provided similar services to within the past two (2) years. Include contact name, title, and telephone number;
- c. Three (3) letters of recommendation from public/private school districts in New Jersey;
- d. Copies of a) professional or educational licenses/certifications and b) resumes of individuals providing the services listed in the specifications;
- e. A statement noting any contractual or personal relationship that exists or has existed between the contractor and subcontractors and their employees and the Board of Education and its employees.

**COST (6 points)**

1. Fee Proposal

Respondents shall submit a fee proposal and schedule that is clear and precise, and complements the service that is being requested by the school district. If necessary, itemize and list all relevant additional fees on the proposed cost sheet.

**3. PRESENTATIONS AND INTERVIEWS**

The Board of Education may, at its option, require respondents of its choice to attend interviews and make presentations to district officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the

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evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—  
N.J.S.A. 18A:18A-4.5 (b)**

**4. MISCELLANEOUS**

Contractor's literature and/or pricing sheets **will not** be accepted in lieu of completing the proposal blank(s) as set forth in these specifications.

CTSD reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective Respondent as required by law.

All forms shall be completed and attached to the proposal. Respondent is alerted to the bid document checklist on page 2.

CTSD is not liable for any costs incurred for the preparation or submission of any proposals.

**Failure to supply all information required by the Request for Proposals (RFP) will be deemed non-responsive and will eliminate the Respondent from the RFP process.**



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**REQUIREMENTS AND CONDITIONS**

**A1. Affirmative Action Requirements**

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a contract, one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:24-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) along with a copy of proof of payment to be completed by the Contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of the proposal (See Exhibit B).

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.

**A2. Americans with Disabilities Act**

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

**A3. Goods and Services Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**A4. Challenges of Bid Specifications (N.J.S.A. 18A:18A-15)**

Any prospective bidder who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the

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proposals. Challenges filed after that time shall be considered void and having no impact on CTSD or the award of the Contract.

**A5. Compliance with all Laws – (where applicable)**

The Contract is governed by the New Jersey Public School Contracts Law, N.J.S.A. 18A;18A-1 et seq. The Contract is also governed by the Federal Uniform Guidance located in 2 CFR §§ 200.318 through 200.327. Contractor shall comply with all Federal and State Laws, county and local ordinances, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws, and county and local ordinances in any manner affecting those engaged or employed in the work, and shall protect and indemnify the CTSD, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

**A6. Proposal Form and Proposal Sheet Certification**

All proposals are to be typed or written in ink in a legible manner on the official Proposal Form (Exhibit A). Any price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection, so please fill out all entries with care.

The Proposal Sheet Certification (Exhibit Aa) and the Proposal Form (Exhibit A) must be duly signed by the authorized representative of the company in the appropriate space. **Failure to sign the Proposal Form and the Proposal Sheet Certification may be cause to disqualify the entire bid.** If the Proposal Form contains more than one sheet, the bidders are required to affix the company name and address on each intervening sheet.

CTSD will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If bidders do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular proposal as non-responsive.

**A7. Document Signatures – Original, Blue Ink Preferred**

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. CTSD will not accept facsimile or rubber stamp signatures.

**A8. Performance Bond (not applicable)**

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A performance bond of one hundred percent (100%) of the estimated amount of the contract must be submitted within ten (10) days of notice of award. A corporate surety licensed to do business in the State of New Jersey must issue the executed performance bond.

**A9. Contracts**

**A9.1 Award of Contract**

After review of the Evaluation Committee Report, the CTSD will award an Agreement to the Respondent(s) as deemed most advantageous within a competitive range, taking into consideration the evaluation factors set forth in this document.

CTSD reserves the right to reject any and all proposals pursuant to law and to waive any informalities and to take such alternates that CTSD feels are in the best interests of its district.

**A9.2 Term of Contract**

The contract shall remain in effect until August 31, 2024. Continuation of the terms of this contract beyond the date is contingent on the availability of funds.

**A9.3 Return of Contracts and Related Contract Documents -**

Upon notification of award of contract by CTSD, the successful respondent shall sign and execute a formal contract agreement between CTSD and the respondent.

The successful respondent shall sign and execute said contracts and return said contracts along with the following;

1. Performance Bond in the total amount of the contract (if applicable),
2. Insurance Certificate with CTSD as an additional insured,
3. Other required documents as may be outlined in the specifications.

The executed contracts and related documents must be returned to Dr. Gretchen Dempsey - School Business Administrator/Board Secretary, 128 Cokesbury Road, Lebanon, NJ 08833 within seven (7) days of receipt of notification of award. 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 the annulment of award by CTSD. CTSD may then, at its option, accept the proposal of the next responsive/responsible bidder with the most accumulated points.

**A9.4 Purchase Order Required; Notice to Proceed**

No Contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 30 days after the contract expiration.

**A10. Failure to Enter into Contract**

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Should the Respondent, to whom the contract is awarded, fail to enter into a contract, CTSD may then, at its option, accept the bid of the next responsive/responsible bidder with the most accumulated points.

**A11. Scope of Services – (Open-Ended Contracts, Purchase as Needed)**

It is understood by all parties that no guarantees are made as to the scope of services, and that the price offered shall prevail for the life of the contract. It is understood by all parties that no guarantees are made as to the service to be purchased. No minimum purchase is implied or guaranteed.

**A12. Business Registration Certificate (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall prior to the award of the contract a copy of the “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire proposal.

**A13. Definitions**

All references to “bid” and “proposal” shall mean the proposal submitted in response to this RFP. All references to “successful bidder” and “contractor” shall mean the company who is awarded the contract for the services covered by this RFP.

**A14. Compliance with all Laws and Requirements of this RFP**

Special attention is called to the requirements for Insurance coverage (Public Liability, Property Damage, Workmen’s Compensation, Social Security Act, Labor, Employment, Unemployment, etc.), as well as Prevailing Wage requirements, Discrimination in Employment laws and regulations and assignment of contract prohibitions (if applicable).

The provisions of the New Jersey School Law and the Federal Uniform Guidance shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind. As appropriate and to the extent consistent with law, to the greatest extent practicable, Respondents shall purchase goods, products, or materials produced in the United States.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep itself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

At the Board’s option, and if it is determined that the services provided may involve contact with students, Contractor and any of Contractor’s employees who will be providing services shall comply with N.J.S.A. 18A:6-7.1 et seq., with respect to any employee who will be performing work on Board premises.

**A15. Reports**

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Every Contractor must provide the CTSD with a monthly report with the hours and details of work performed.

**A16. Documents, Missing/Illegible**

The bidder shall familiarize himself with all forms provided by CTSD that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact Dr. Gretchen Dempsey at CTSD, [gdempsey@ctsdnj.org](mailto:gdempsey@ctsdnj.org) or (908) 236-7824 for duplicate copies of the forms. This must be done before the RFP date and time. CTSD accepts no responsibility to any bidder who does not receive a complete proposal package in time for the bidder to submit with his proposal.

**A17. Force Majeure**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement is 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 CTSD to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**A18. Insurance**

The vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 General Aggregate limit for Bodily Injury, Property Damage, Personal and Advertising Injury, and Products and Completed Operations Liability. Must include Abuse and Molestation coverage with a minimum limit of \$1,000,000. Must name Clinton Township Board of Education as Additional Insured for ongoing and completed operations.
- Automobile Liability with a limit of \$1,000,000 Combined Single of Liability for Bodily Injury and Property Damage for all owned, leased, non-owned and hired vehicles
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence including cyber extortion coverage.
- \$4,000,000 Umbrella Liability coverage excess over the Commercial General Liability, Auto Liability and Workers Compensation Employer's Liability
- Professional Liability covering the services provided with a limit of \$1,000,000 per occurrence

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- Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States including Employer's Liability limits in the amount of:

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

Within seven (7) days of notice of intent to award, a certificate of insurance shall be submitted naming Clinton Township School District, 128 Cokesbury Road, Lebanon, NJ 08833 as additional insured.

**A19. Indemnification**

The Contractor shall indemnify and hold harmless the CTSD, its board members, agents, servants, officers and employees from any and all claims, liability, damages, fines, fees and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent, reckless or intentional act of the Contractor, its subcontractors, agents, servants, officers and/or employees, or anyone else for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Section by an employee or agent of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits.

The Contractor shall also indemnify and hold harmless the CTSD, its board members, agents, servants, officers and employees from and against any costs and expenses (including reasonable attorney and consultant fees and costs) incurred in enforcing any of the Contractor's defense, indemnity and hold harmless obligation under this Contract.

**A20. Liability-Copyright**

The Contractor shall hold and save CTSD, 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 this contract.

**A21. Non-Collusion Affidavit**

A notarized Non-Collusion Affidavit shall be submitted with the proposal.

**A22. Payments**

Mandatory "Net 30" payment terms will not be honored. Every effort will be made to pay vendors and Contractors within thirty (30) to sixty (60) days provided CTSD receives the appropriate documentation including but not limited to:

- 1) Signed voucher                      2) Invoices

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Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the district unless otherwise agreed to by written contract or mandated by law. CTSD, at its discretion, may make partial payments. All payments are subject to approval by the formal board at a public meeting. Payment may be delayed from time to time depending on the meeting schedule.

**Invoices**

The invoice created by the Contractor must clearly outline the goods and services rendered and the date(s) rendered.

All invoices must include the following information;

1. The invoice must include the full name and address of the company.
2. The invoice must include the purchase order number.
3. The invoice must have the company's invoice number that may be used as reference.
4. Goods and services rendered.
5. CTSD bid name & number

**A23. Political Contributions Disclosure – Requirements**

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

**Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a2)**

“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 (a2, 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 is prohibited during the term of the contract.”

**Chapter 271 Political Contribution Disclosure Form – Required - N.J.A.C. 6A:23A-6.3 (a4)**

All respondents shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondents' disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

**A24. Political Contribution Disclosure Statement – Pay to Play**

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

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\$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 the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

**A25. Acquisition, Merger, Sale and/or Transfer of Business, Etc.**

It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party; all obligations are transferred to that new party, which new party shall be required to submit all mandatory documentation as required by State and Federal law. In this event, or in the event that the Contractor files for bankruptcy, CTSD shall have the right to terminate the contract, in its sole discretion.

**A26. Stockholders' Disclosure**

Bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed.

**A27. Subcontracting; Assignment of Contract**

Subcontracting is not allowed for the purposes of this RFP.

**A28. Taxes**

As a New Jersey governmental entity, the CTSD 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.

Bidders 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. Contractors may not use the District's tax exempt status to purchase supplies, materials, service or equipment.

**A29. Termination of Contract**

**A29.1 Default** - If CTSD determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based or that the Contractor has failed to perform any required service, duties and/or responsibilities to CTSD in a timely, proper, professional and/or efficient manner, then CTSD shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.



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Notwithstanding the above, CTSD will attempt to give the Contractor all reasonable opportunities to cure any defect in Contractor's performance or compliance with the contract. Any decision by CTSD to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of CTSD's rights nor shall any such decision be binding against the CTSD with respect to future acts of default by the Contractor.

**In the event that CTSD terminates the contract based upon Contractor's default, CTSD expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon CTSD's prior negative experience with the Contractor. Accordingly, Contractor should take care to fully and accurately comply with all contractual requirements.**

Termination by CTSD of the contract does not absolve the Contractor from potential liability for damages caused to the CTSD by the contractor's breach of this agreement. CTSD may withhold payment due the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold CTSD harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

**A29.2 Unconditional Termination for Convenience** - The contract may be terminated by CTSD for convenience without any liability or penalty to CTSD except that the Contractor shall be paid for services rendered prior as previously agreed to. In no event shall CTSD be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or any other claim by the Contractor other than the direct and agreed upon cost of the goods and/or services.

**A29.3. Termination by CTSD for Reasons Other Than Default or Convenience**  
CTSD may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

**A30. Withdrawal of Proposal**

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/Board Secretary before the advertised time of the proposal opening. Any respondent who has been granted permission 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 bidding on the same project if the project is re-bid.

**After the Proposal Opening**

CTSD may consider a written request from a respondent to withdraw a proposal, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the

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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 certification supported by written factual evidence that an error or omission was made by the contractor/vendor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator/Board Secretary and other interested administrators; and/or the Board Attorney and a recommendation will be made to the CTSD. If CTSD grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. 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 (if any) will be forfeited and become the property of CTSD.

**A31. Customer Service Contact**

Contractor MUST designate one person as “point of contact” for issues pertaining to ALL services awarded through this bid. The Contractor agrees to assign a senior-level employee (one authorized to make decisions) to the CTSD account who shall have working knowledge of this contract.

**A32. W-9**

Contractors are required to submit a W-9 form with their submission. This form is available at the following link; <http://irs.gov/pub/irs-pdf/fw9.pdf>.

**A33. Disclosure of Proposal**

CTSD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore CTSD adheres to all statutes, court decisions and the opinion of the State of NJ regarding the disclosure of proposal information.

**A34. Debarment, Suspension, or Disqualification**

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

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

**A35. Acceptance of RFP and Contract Award**

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This document is to be partially completed and included in the submission. In the event an award is made, a copy will be signed and returned with the award letter.

**A36. Disclosure of Investment Activities in Russia, Belarus, & Iran**

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

**A37. Source of Specifications**

Proposal packages are available from [www.ctsdnj.org](http://www.ctsdnj.org) at no cost to the bidder. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. CTSD is not responsible for third party supplied specifications.

**A38. License/Permit/Certification - (if applicable)**

Contractor shall hold such valid licenses, permits and/or certifications of staff as outlined in the technical specifications. Copies must be provided with the proposal submission.

**A39. Criminal History Background Checks—N.J.S.A. 18A:6-7.1**

When required, 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.

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*\*This Form Must Accompany Proposal\**

*Exhibit A*

**Proposal Form**

**Fee Proposal**

Respondents are to submit a fee proposal and schedule (if applicable) that is clear and precise, and compliments the service that is being requested by the school district. If necessary, please itemize and list all relevant additional fees on your proposed cost sheet.

Please attach your proposal with this form completed.

Additional Fees Itemized (if applicable)

Signature of Authorized Agent: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

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*\*This Form Must Accompany Proposal\**

*Exhibit Aa*

**Proposal Sheet Certification**

The bidder named below hereby certifies as follows:

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with CTSD and its member districts to ensure satisfactory completion of any and all projects and deliverables.

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

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

Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Phone # & Ext.: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

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***\*This Form Must Accompany Proposal\****

***Exhibit B***

**EEO/Affirmative Action Compliance Notice  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
Goods, Professional Service and General Service Contracts**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the CTSD and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the CTSD files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the CTSD, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?**

Yes \_\_\_\_\_ No \_\_\_\_\_ **If yes, please submit a photostatic copy of such approval.**

2. A certificate of Employee Information Report (hereafter "Certificate), issued in accordance with N.J.A.D. 17:27 et seq. The vendor must provide a copy of the Certificate to the CTSD as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**

Yes \_\_\_\_\_ No \_\_\_\_\_ **If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the CTSD **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

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N.J.A.C. 17:27 et seq.

**Goods, General Services, and Professional Services Contracts**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 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 the 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 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.

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**AFFIRMATIVE ACTION LANGUAGE continued**

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:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report; or
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_complicance](http://www.state.nj.us/treasury/contract_complicance)).

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.

Acknowledged:            Vendor Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

For Further information: [http://www.state.nj.us/treasury/contract\\_complicance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_complicance/pdf/pa.pdf)



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*\*This Form Must Accompany Proposal\**

*Exhibit C*

**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**

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

The Business Entity may attach additional pages if needed.

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

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

**Certification**

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

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

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

Business Entity \_\_\_\_\_

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***\*This Form Must Accompany Proposal\****

***Exhibit D***

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

ss:

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 of \_\_\_\_\_. The bidder  
making the Proposal of the above named project, and that I executed the said proposal with full authority so to  
do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or  
otherwise taken any action in restraint of free, competitive bidding in connection with the above named project;  
and that all statements contained in said proposal and in this affidavit are true and correct, made with full  
knowledge that the Clinton Township School District 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 project.

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 or bona fide established commercial or selling agencies maintained by  
\_\_\_\_\_  
(N.J.S.A. 52:34-15)

Name of Contractor

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Type or Print Name of Bidder

Subscribed and sworn to before me  
This day of \_\_\_\_\_

\_\_\_\_\_  
Seal Notary Public

My Commission expires \_\_\_\_\_ 20\_\_\_\_

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***\*This Form Must Accompany Proposal\****

***Exhibit E***

**Bidder's Acknowledgement of receipt of addenda to proposal documents**

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications and bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.  
(Any addendas will be posted on our District website: [www.ctsdnj.org](http://www.ctsdnj.org))

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

**Acknowledgement by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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***\*This Form Must Accompany Proposal\****

***Exhibit F***

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

**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**

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

**OR**

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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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.**

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Hunterdon County ESC 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 Hunterdon County ESC to notify the Hunterdon County ESC 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 Hunterdon County ESC to declare any contract(s) resulting from this certification void and unenforceable.

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

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**Americans with Disabilities Act of 1990**

Equal Opportunity for Individuals with Disability

The Contractor and the 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 is 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 the 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.

**Clinton Township School District  
Tutoring Services RFP # 24-01  
Thursday, February 8, 2024 at 10:00 A.M.**

*\*This Form Must Accompany Proposal\**

*Exhibit G*

<b>STANDARD BID DOCUMENT REFERENCE</b>						
<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.  Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (" <a href="#">Russia-Belarus list</a> ") or in Iran pursuant to P.L. 2012, c. 25 (" <a href="#">Chapter 25 list</a> ").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

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**Prohibited Russia-Belarus Activities & Iran Investment Activities**

**Person or  
Entity**

**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.



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**CONTRACT AWARDS AND RENEWALS**

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)</i></p>
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**CONTRACT AMENDMENTS AND EXTENSIONS**

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)</i></p>
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**IF UNABLE TO CERTIFY**

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
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**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

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You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>			<b>Date</b>

**Clinton Township School District  
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***\*This Form Must Accompany Proposal\****

***Exhibit H***

**Statement of Suspension or Debarment**

State of New Jersey/ \_\_\_\_\_  
Specify, if other

County of \_\_\_\_\_

I, \_\_\_\_\_ of the (City, Town, Borough)

Of \_\_\_\_\_ State of \_\_\_\_\_ of full age,

Being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm

Of \_\_\_\_\_ the bidder

Making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature of Authorized Representative

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/Specify Other State

My Commission expires \_\_\_\_\_ 20\_\_\_\_

**Clinton Township School District  
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Thursday, February 8, 2024 at 10:00 A.M.**

*\*This Form Must Accompany Proposal\**

*Exhibit I*

**ACCEPTANCE OF RFP AND CONTRACT AWARD**

(to be completed by Bidder)

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. Signature also certifies understanding and compliance with the certification requirements of the CTSD's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility, time of completion, as well as other factors of interest to the CTSD as stated in the evaluation sections will be a consideration in making the award.

Your bid is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until the contractor receives an executed purchase order from the District. The parties intend this contract to constitute the final and complete agreement between the CTSD and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended.

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

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Authorized Person (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Acceptance of RFP and Contract Award to be completed only by CTSD**

Awarding Agency: Clinton Township School District

Authorized Signature: \_\_\_\_\_

Dr. Gretchen Dempsey, SBA/BS

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2022