

REQUEST FOR PROPOSAL

PD26-27-RFP18-31

NEUROLOGICAL EVALUATIONS - SPECIAL EDUCATION DEPT. (RE-
BID)

Jersey City Public Schools

346 Claremont Ave.,

Jersey City, NJ 07305

RELEASE DATE: June 21, 2026

DEADLINE FOR QUESTIONS: undefined

RESPONSE DEADLINE: July 2, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/jcboe>

Jersey City Public Schools
REQUEST FOR PROPOSAL

Neurological Evaluations - Special Education Dept. (RE-BID)

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1. Legal Advertisement

The Jersey City Board of Education solicits proposals through a fair and open process in accordance with Ch. 19:44-20.4 et seq for the following:

Proposal No. PD26-27-RFP18-31: Neurological Evaluations - Special Education Dept. (RE-BID)

Advertised Date and Time:

Thursday, July 2, 2026 at 11:00 am.

All necessary proposal specifications and proposal forms may be downloaded by visiting the www.jcboe.org website, select “Departments and Services” and select “Purchasing” and registering on our online bidding system. Register at <https://secure.procurenw.com/portal/jcboe>.

Competitive sealed offers for the materials or services specified in this solicitation must be submitted through the District’s online bidding system.

Hard copy submissions in lieu of an electronic submission will not be accepted.

No late submitted offer will be accepted or considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

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

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders (proposers) 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 other documents 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.

Unsealing of Proposals—Online Live Streaming

On the advertised date and time, the School Business Administrator/Board Secretary or designee shall electronically unseal all proposals via an online streaming proposal opening process in the Purchasing Department, Administration Building at 346 Claremont Avenue, Jersey City, NJ 07305. The zoom link will be posted on the portal as well as on the district website on the bid due date. All potential respondents are to visit the district website at www.jcboe.org on the day of the proposal opening for further instructions.

The general public and interested parties may view the bid opening online or attend in-person at the aforementioned address.

Dr. Francine Luce
School Business Administrator

2. Introduction

2.1. Summary

The district seeks proposals from outside agency or a private licensed practitioner, for a physician trained and licensed in neuro-developmental assessment procedures. This individual and/or individuals must be approved by the State of New Jersey to produce Neurological Evaluations, as requested by the child study team.

2.2. Contact Information

Karen Gullace

Supervisor

346 Claremont Ave

Jersey City, NJ 07305

Email: kgullace@icboe.org

Phone: [\(201\) 915-6068](tel:(201)915-6068)

Department:

Special Education

Department Head:

Dr. Gerald Crisonino

Director of Special Education

2.3. Timeline

Release Project Date	June 21, 2026
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<p>Proposal Submission Deadline</p>	<p>July 2, 2026, 11:00am</p> <p>Purchasing Department is inviting you to a scheduled Zoom meeting.</p> <p>Topic: Bid Opening Time: Jun 30, 2026 11:00 AM Eastern Time (US and Canada) Join Zoom Meeting https://us04web.zoom.us/j/72579274352?pwd=M4DCwbTSICFHRV6gcFJCZ1VcvkK1mk.1</p> <p>Meeting ID: 725 7927 4352 Passcode: FXG8uP</p> <p>Join instructions https://us04web.zoom.us/meetings/72579274352/invitations?signature=AnWjTInk7LoU1SphdamLkUANj-lFigxW-6Mb17Uw20</p>
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3. 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 the 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 things of value of any kind to any official or employee of the Board of Education or 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.

4. Instructions to Respondents

4.1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

Each company shall submit to the 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.

Sample Certificate of Employee Information Report


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

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


State Treasurer

VOID

All respondents are 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 documents prior to the execution or award of contract will result in the rejection of the bid/proposal.

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

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. 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.

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

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during

which such person is discriminated against or intimidated in violation of the provisions of the contract; and

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

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

4.4. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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

4.5. 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 may 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:

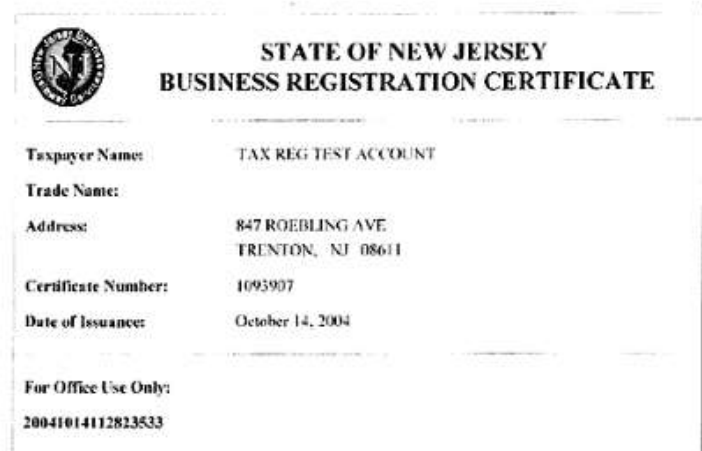
- A. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

- B. 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.
- C. 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 board, 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.



4.6. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary.

If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

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

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

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

Board of Education Requirement

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

4.7. 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 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 whose position involves 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., as it pertains to disclosure of information from previous employers, and *NJDOE Broadcast September 9, 2019*, when applicable.

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

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

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

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

4.9. 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.

4.10. 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.

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

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

Respondent should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidders/respondents should consult the statutes or legal counsel for further information.

4.12. 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.

4.13. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**
No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.
- **Award of Contract**
It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.
- **Return of Contract Documents—when required**
Upon notification of award of contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.
- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**
If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement.

When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with any financial security becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; 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. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

4.14. INSURANCE AND INDEMNIFICATION

When required by the Board of Education, 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 a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage
\$ 100,000 Pollution Cleanup
\$ 50,000 Fire Damage
\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability
\$1,000,000 Sexual Harassment, Abuse or Molestation

A. **Insurance Certificate – When Required**

When required, the vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

1. Automobile liability insurance shall be included to cover any vehicle used by the insured.
 - a. The certificate holder shall be as follows:
 - b. Jersey City Board of Education
c/o School Business Administrator/Board Secretary
346 Claremont Avenue
Jersey City, New Jersey 07305

- c. Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.
 - d. **“Jersey City Board of Education is named as an additional insured”**
2. 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 to the Board of Education. 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 vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board of Education and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The vendor/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’ workers.

INSURANCE; PROFESSIONAL LIABILITY

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- 1. Professional Liability Insurance Certificate with the following limits:
 - \$1,000,000 Errors & Omissions Insurance or Professional Liability
 - \$3,000,000 Aggregate
- 2. Other insurance coverage required when providing medical services:

- a. Medical Malpractice--\$1,000,000
- b. The successful respondent shall provide to the board of education an insurance certificate with the name as to the certificate holder shall be as follows:
 - i. Jersey City Board of Education
c/o The Business Office
346 Claremont Avenue
Jersey City, New Jersey 07305

4.15. 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.

4.16. Prohibited Iran Investment Activities – Certification Required

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

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and

provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

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

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

4.17. LIABILITY – COPYRIGHT

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

4.18. 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 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.

4.19. 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.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

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.

4.20. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

- or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

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

The 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 may be disclosed to the public under the Open Public Records Act.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their proposal.

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.

4.21. 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/>

4.22. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

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).**

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

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

4.24. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the proposal.

4.25. 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

4.26. STATEMENT OF OWNERSHIP

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the**

bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

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

4.27. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

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

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

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

4.28. TAXES

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

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

4.29. TERMINATION OF CONTRACT

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

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

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

4.30. 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, or 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.

5. Technical Specifications

5.1. Purpose of Proposal

The district seeks proposals from outside agency or a private licensed practitioner, for a physician trained and licensed in neuro-developmental assessment procedures. This individual and/or individuals must be approved by the State of New Jersey to produce Neurological Evaluations, as requested by the child study team.

5.2. Scope of Service

The vendor will provide the described services either on location in the student's school or other district designated site; at a child's home; or other location agreed upon between the district, parent, and vendor.

Services are to be assigned to the contracted vendor, and appointments for the evaluations are to be mutually arranged, through the scheduling personnel in the Department of Special Education.

NEUROLOGICAL/NEURODEVELOPMENTAL EVALUATION:

Professional assessment in order to diagnose or rule out neurological disorders by assessing:

Professional assessment in order to diagnose or rule out neurological disorders by assessing:

- Reviewing current academic performance when available
- Mental status
- Motor skills
- Sensory skills
- Balance and coordination
- Reflexes
- Functioning of the nerves
- Participate in IEP meetings to discuss findings upon request

Submission of Completed Evaluations and/or Reports:

- All evaluations and reports will be sent electronically to the requestor as well as the designated contact in the Department of Special Education via email;
- All evaluations and reports are to be signed, scanned & attached to the email as a PDF file;
- All testing materials should be attached to a hard copy and mailed to the requestor, not to the Department of Special Education;
- All Evaluations are to be completed and provided to the requester no later than 14 days after assignment receipt;

- All vendors must accommodate 4 emergent requests per month of the contract. An emergent request requires a 3 day evaluation and report completion period;
- All Evaluations shall be written in a style approved by the individual licensing bodies. The district may provide sample copies upon awarding of the contract. All reports must be printed on corporate letterhead. Both vendor and evaluator must be easily identified on the submitted report. All submissions must have the signature of the evaluator.
- Services are not provided on the days when schools are closed due to inclement weather. Any charges incurred during inclement weather days will not be paid by the Jersey City Public School District.

Sufficiency of Staff:

Any provider submitting a proposal for a specific school population shall provide assurances it has sufficient personnel to meet the initial assignment as well as the ability to meet the increasing population.

Specialized Equipment and/or Materials:

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

References:

All individuals or Agencies shall submit no fewer than two (2) references from a school, clinic or hospital administrator/supervisor/director attesting to the quality and scope of services rendered. At least one (1) of the references shall be from a school district with the same or similar demographics as the student population to be served in the Jersey City Public Schools.

5.3. Qualifications of Respondents

The provider(s) of services shall maintain and provide to the Jersey City Public Schools the following information on their personnel:

1. Copy of current license, registration and certification.
2. Proof of educational requirements
3. Proof of insurance coverage.
4. Fingerprints
5. Medical Clearance

5.4. Contract Period

September 2026-June 30, 2027

5.5. Coordination of Activities

Karen Gullace, Acting Director, Special Education Department

5.6. Fee Schedule Payment

Payment shall be made by the district after services by the contractor have been rendered and invoices have been submitted.

5.7. Presentation Package: Submit with RFP Response

The Jersey City Public School District seeks from all participating respondent information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

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

The Presentation Package shall include at a minimum the following:

A. Technical Criteria

1. **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/private schools in New Jersey. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

B. Management Criteria

1. **Business Organization:** 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;
 - b. An organization chart noting the names of all principals and partners;
 - c. Resumes of key staff members; and
 - d. Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.
2. **Qualifications; Relevant Experience:** Respondents must submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation should include, but not be limited to:

- a. Evidence of providing services as listed in the specifications to public/private schools districts for a minimum of at least five (5) years;
- b. Three (3) letters of recommendation from public/private school districts in New Jersey;
- c. Copies of all professional or educational licenses that are required to perform the services listed in the specifications;
- d. 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; and
- e. Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;
- f. Availability of personnel, facilities, equipment and other resources to provide the services requested.

C. **Cost Criteria**

1. **Fee Proposal:** Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the school 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.
2. **Contract Expenses:** Respondents are to note the following as it pertains to expenses related to the contract;
 - a. **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.
 - b. **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.
 - c. **Extraordinary Expenses:** Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expenses, or the Board may procure the services separately.

5.8. **Evaluation Process; Methodology of Awarding Contract**

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

The Jersey City Public School district will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified in [Evaluation Phases](#)

5.9. [Evaluation of Proposals – Evaluation Committee](#)

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

5.10. [Award of Contract](#)

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

6. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Technical Criteria</p> <ul style="list-style-type: none"> A. Methodology of work to be performed. B. Understanding of scope of work to be performed. C. Documentation of past performance. D. Innovation in use of technology and techniques. 	N/A	N/A
2.	<p>Management Criteria</p> <ul style="list-style-type: none"> A. Project Management. B. History and experience in performing the work. C. Availability of personnel, facilities, equipment, etc. D. Qualification and experience of personnel. 	N/A	N/A

<p>3.</p>	<p>Cost Criteria</p> <p>A. Fee Proposal: Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the school 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.</p> <p>B. Contract Expenses: Respondents are to note the following as it pertains to expenses related to the contract;</p> <p>1. 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.</p> <p>2. 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.</p> <p>3. Extraordinary Expenses: Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon</p>	<p>Points Based</p>	<p>25 (25% of Total)</p>
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	recommendation of the appropriate administrator, may consider reimbursing the expenses, or the Board may procure the services separately.		
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7. Vendor Questionnaire

7.1. RFP Narrative/Technical Criteria/Management Criteria* - PLEASE LABEL SECTIONS*

This is where you submit your company profile, experience, background, staffing information, methodology in accordance with the Technical/Management section of the RFP and Scope of Work. Be as detailed as possible. (SEE SECTION 5).

*Response required

7.2. Vendor Certifies the Following:*

Vendor certifies that the following sections have been read and acknowledged and vendor understands instructions.

- Legal Advertisement
- Instructions to Respondents
- Technical Specifications
- Vendor Submission Questionnaire
- Attachments

Please confirm

*Response required

7.3. Vendor Classification*

Please mark all that apply, please upload your certifications in the following question

Select all that apply

- Certified Small Business
- Disabled Veteran Business Enterprise
- LGBT Owned
- Minority Business Enterprise
- Native American Owned
- US DOT Certified DBE
- Veteran Owned
- Woman Business Enterprise
- Not Applicable

*Response required

7.4. Vendor Classification Certifications

Please upload all certifications that correlate with the chosen answers above.

7.5. Bid Checklist A

Failure to submit the listed documents below with the bid package may be cause for rejection of the entire bid for being non-responsive (N.J.S.A. 18A:18A:2(y))

Please include all items, organized as follows:

7.5.1. *BID CHECKLIST A**

Failure to submit the listed documents below with the bid package may be cause for rejection of the entire bid for being non-responsive (N.J.S.A. 18A:18A:2(y))

I understand that all forms must be current and submitted.

- Yes
 No

*Response required

7.5.2. *Affirmative Action Acknowledgment**

Please download the below documents, complete, and upload.

- [Affirmative Action Question...](#)

*Response required

7.5.3. *CURRENT Business Registration Certificate - PLEASE REPRINT IF CURRENT YEAR IS NOT ON IT.*

BRC must have a current year on it. CURRENT YEAR BRCs can be accessed and printed at:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

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.

All vendors must be registered in the database by the time of the bid submission. If vendor is not registered by the time of the bid submission the vendor will be disqualified from the bid.

If you are not sure if you have one please consult this website for more information:

<https://www.state.nj.us/treasury/revenue/busregcert.shtml>

These are the only two formats acceptable:



7.5.4. Please complete W9*

Please download the below documents, complete, and upload.

- [fw9.fillin.pdf](#)

*Response required

7.5.5. Chapter 271 Political Contribution Disclosure Form*

Please download the below documents, complete, and upload.

- [Jersey City Chapter 271 For...](#)

*Response required

7.5.6. Disclosure of Investment Iran*

Please download the document below, complete, and upload.

- [2023 -Iran Disclosure Form....](#)

*Response required

7.5.7. Russia-Belarus Certification Form*

Please download the below documents, complete, and upload.

- [Belarus.jerseycity.docx](#)

*Response required

7.5.8. Statement of Ownership Disclosure*

Please download the below documents, complete, and upload.

- [Statement of Ownership REVI...](#)

*Response required

7.5.9. Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non-Collusion Affidavit.pdf](#)

*Response required

7.5.10. Assurance of Compliance*

Contact with Students

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

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.11. Assurance of Compliance - Anti-Bullying Reporting--Requirement*

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.

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.12. Assurance Compliance - Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement*

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 whose position involves regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. Reference NJDOE Broadcast 9/9/19

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.13. Assurance Compliance - Pre-Employment Requirements*

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.

<https://www.nj.gov/education/crimhist/preemployment/>

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.14. Vendor Certification*

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Certifications

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

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

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

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.15. Contractor Vendor Questionnaire Form*

Please download the below documents, complete, and upload.

- [Contractor Vendor Questionn...](#)

*Response required

7.5.16. Please identify the contact person and the email that all contracts and correspondence should be sent to, if awarded. *

*Response required

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

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)

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.18. AMERICANS WITH DISABILITIES ACT Equal Opportunity for Individuals with Disability*

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

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

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

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

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

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

7.5.19. Certification Regarding Lobbying*

Please download the below documents, complete, and upload.

- [Certification Regarding Lob...](#)

*Response required

*7.5.20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

*Response required

*7.5.21. Purchase Order Required Before Services Are Rendered - Confirm**

The District is not obligated to order, accept, or pay for any services except when a Purchase Order is issued. No liability shall be incurred by the Board until a specific Certification of Funds is executed via the encumbrance of a Purchase Order.

Please certify the above by checking the "Please Confirm" box below.

Please confirm

*Response required

8. COST

NEUROLOGICAL EVALUATION - SPECIAL EDUCATION DEPARTMENT (PD26-27-RFP6-15)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	RATE PER NEUROLOGICAL EVALUATIONS	1	PER EVAL		
TOTAL					