

## NOTICE TO BIDDERS

Notice is hereby given that the River Vale Board of Education will be receiving sealed bids at the board offices located at 609 Westwood Avenue, River Vale, New Jersey 07675, for Substitute Teacher/Aide Staffing Services (both *per diem* and long term substitute teachers as well as substitute aides).

A copy of the bid instructions, bid forms and specifications may be inspected and picked up from the Business Administrator/Board Secretary, Ms. Kelly Ippolito, at the Board offices between the hours of 9:00 a.m. and 3:00 p.m., except Saturdays, Sundays and holidays. Further information may be obtained by calling the Business Administrator/Board Secretary, Kelly Ippolito at (201) 358-4003.

All bidders must use and complete all bid forms and must comply with every requirement contained in the instructions and specifications. Bids are to be marked in a sealed envelope and delivered to Business Administrator/Board Secretary, with the name of the project, "Substitute Teacher Staffing Services," plainly marked on the front of the envelope. Every bid must be accompanied by a certified check or a bid bond in an amount not less than ten percent (10%) of the bid or \$20,000.00, whichever is less.

Pursuant to P.L. 2004 c.57, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue.

Bidders are required to comply with the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1. et seq.

Bids must be submitted to the River Vale Board of Education no later than **11:00 a.m. on July 14, 2026**. All bids will be opened and read to the public at that time by the Business Administrator/Board Secretary at the Board offices. No bid may be withdrawn for a period of sixty (60) days from the opening of the bids.

The River Vale Board of Education reserves the right to reject any or all bids and waive any informality in the bidding process if it is in the best interest of the Board of Education. The contract, if awarded, shall be awarded to the lowest responsible bidder. No bid shall be deemed accepted until the adoption of a formal resolution by the River Vale Board of Education.

## INSTRUCTIONS TO BIDDERS

### Project

Substitute Teacher/Aide Staffing Services for the River Vale School District (hereinafter referred to as “the School District”), which is a K-8 Public School District comprising of three (3) schools and educating approximately 1,100 students.

### Bid

The bid shall include the costs of furnishing both *per diem* and long-term substitutes for the School District on an as-needed basis in accordance with the Specifications issued by the River Vale Board of Education (hereinafter referred to as “the Board”).

### Invitation to Bid

1. In accordance with the Notice to Bidders, sealed bids will be accepted by the River Vale Board of Education for the performance of the services described in the Notice to Bidders and further described in the Instruction to Bidders, General Conditions/Specifications and Agreement. The bid shall cover all costs and/or expenditures of any nature necessary to perform and provide the services in the manner required by the Specifications, including, but not limited to, costs associated with the hiring of personnel, training of personnel, maintenance of personnel’s certificates, criminal history record checks for all personnel, and the processing of payroll and the provision of benefits for personnel.
2. Before submitting a bid, all bidders shall become familiar with the Notice to Bidders, Instructions to Bidders, General Conditions/Specifications and other bidding documents. It shall also be the responsibility of every bidder to investigate the site and familiarize itself with the Board’s facilities, activities and operations. All bidders shall determine that they can secure the necessary labor to comply with the requirements contained in the Specifications.
3. Any questions which a bidder may have shall be brought to the attention of the Business Administrator/Board Secretary in writing. No inquiry will be entertained within ten (10) business days of the date fixed for the opening of the Bids. Amendments or clarifications to the Specifications shall be: (a) sent to all persons who have picked up a copy of the bidding documents via certified mail or by certified facsimile transmission or by a delivery service that provides certification of delivery to the sender, and (b) published in an official newspaper of the Board no less than seven (7) business days prior to the date of fixed for the opening of bids, in accordance with N.J.S.A.18A:18A-21(c)(1). It shall be the responsibility of the bidder to ascertain that it has received all amendments and clarification and shall not relieve a bidder

from any obligation under his bid. All amendments and clarifications shall become part of the contract documents.

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Business Administrator/Board Secretary no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Board or the award of a contract.

4. By submitting a bid, the bidder acknowledges its understanding and acceptance of the procedures for awarding the contract and the method of evaluating the bids submitted.
5. The bidder shall submit the bid on the Bid Form set forth on page 16 of this Project Manual. No other bid forms shall be accepted.

### **Bidder Qualifications**

Each bidder must presently be providing on-site Substitute Teacher Staffing Services for at least five (5) other New Jersey public school districts, and must attach a reference list of said districts, along with the names, addresses and phone numbers of the bidder's contact person with said districts. **Failure to provide the list of references and/or be currently serving at least five (5) other New Jersey public school districts shall be considered a material defect and cannot be waived.**

### **Obligation of the Bidder**

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, General Conditions/Specifications, Agreement and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing, shall not relieve the bidder from its obligation to furnish all the necessary labor, equipment and supplies to provide services at the bid amount. A claim of mistake or omission will likewise not excuse a bidder from any obligation under its bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

### **Stockholder or Partnership Disclosure Statement**

1. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A.52:25-24.2), all corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who owns 10% or more of its stock or of all individual partners in the partnership who owns a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders owning 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be

listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

2. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board.
3. A form affidavit is included as part of the bidding documents. **The failure to submit a Stockholder or Partnership Disclosure Statement is a material defect and cannot be waived.**

### **Non-Collusion**

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept or approve or to take part in such decision regarding a contract in connection with Substitute Teacher/Aide Staffing Services shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A.18A:12-21 et seq. and N.J.A.C.6A:28.

No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

### **Affirmative Action**

Bidders must comply with all applicable affirmative action and equal employment opportunity laws, orders, rules and regulations, including, but not limited to, the requirements set forth in the attached Exhibit A and P.L. 1975, Chapter 127. The Affirmative Action Affidavit attached hereto as Exhibit B shall be included with bid.

### **Preparation of Bids**

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, Instructions to Bidders, General Conditions/Specifications and other bidding documents.
- B. All bidders must use and complete the following forms in full:
  1. Bid Proposal Form
  2. Bidder's Qualification Statement
  3. Stockholder or Partnership Disclosure Statement

4. Affirmative Action Affidavit Non Collusion Affidavit
  5. Political Contribution Disclosure Affidavit & Form
  6. Prohibited Russia-Belarus Activities & Iran Investment Activities Form
- C. Bids must be submitted on the form of proposal furnished by the Board. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. No conditions, limitations or provision may be placed on a bid.
- D. Bids shall be submitted in a sealed envelope with the name and address of the bidder and the name of the project marked on the front of the envelope. Telegraphic electronic bids will not be considered. No responsibility shall be attached for any person prematurely opening the bid which has not been properly labeled. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered by the Board. The Board assumes no responsibility for bids that are misdirected, lost in the mail or received after the designated date and time for opening.
- E. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered by the Board. The Board assumes no responsibility for bids lost in the mail or received after the designated date and time for opening.
- F. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids.

### **Bid Guarantees**

1. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond furnished by a surety company authorized to do business in the State of New Jersey in the amount not less than ten percent (10%) of the bid or \$20,000.00, whichever is less. **The failure to submit a bid guarantee is a material defect and cannot be waived.**
2. The ten percent (10%) security shall be forfeited if the bidder fails to execute a contract with the Board and furnish the Board with the required certificates of insurance within ten (10) days after the contract is awarded. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Board is obligated to pay on an award to another bidder, less than ten percent (10%) security.

3. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three lowest responsible bidders shall, however, be retained until either: (a) three (3) days after the contract is awarded and signed and the bidder's insurance certificates are approved by the Board, or (b) the Board rejects all bids.

### **Award of Contract**

The Board reserves the right to reject any or all bids and waive any defects if it is in the best interest of the School District. The contract, if awarded, shall be based on the bidder who submits the lowest responsible bid. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened. If the successful bidder is not a resident of the State of New Jersey, then the bidder shall designate a proper agent in the State upon whom process may be served, as a condition precedent for the awarding of the contract. If the successful bidder is not a corporation of the State of New Jersey, then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A.14A:13-1 et seq.

### **Form of Agreement**

The contract shall be comprised of the Notice to Bidders, Instructions to Bidders Requirement, Bid Specifications, Agreement, any amendments and clarifications, the bidding documents, General Conditions and Agreement between Owner and the successful bidder. The bidder to whom the contract is awarded shall, within five (5) days from receipt of the Agreement between Owner and the successful bidder, sign and return the contract to the Board. The form of Agreement between Owner and Contractor shall be prepared by the Board.

### **Contract Period**

The contract period shall be for an initial term of one year for the period beginning July 1, 2026 and ending June 30, 2027. The parties may, at their option, agree to renew the contract for up to two (2) one-year extensions or one (1) two-year extension, in accordance with the provisions of N.J.S.A.18A:18A-42, which requires that the terms and conditions of the extension shall remain substantially the same as in the original contract, that the contract be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A.18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four quarters, is available at the following website: [http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cur\\_index\\_rate.shtml](http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cur_index_rate.shtml).

## GENERAL CONDITIONS/SPECIFICATIONS

### Staffing

The Contractor will fulfill the following requirements:

1. Supply sufficient trained and qualified *per diem* teaching substitutes on an as-needed basis during the school year. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes, benefits and the like. The minimum amount that the Contractor shall pay to each *per diem* substitute as wages shall be one hundred thirty dollars (\$130.00) per full day and sixty-five dollars (\$65.00) per half day. Contractor shall certify that all per diem and building-based substitutes possess county substitute credentials in accordance with N.J.A.C.6A:9-6.5.
2. Supply sufficient trained and qualified *building-based* teaching substitutes on an as-needed basis during the school year. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes, benefits and the like. The minimum amount that the Contractor shall pay to each per diem *building-based* substitute as wages shall be one hundred forty dollars (\$140.00) per full day and seventy dollars (\$70.00) per half day. Contractor shall certify that all per diem and building-based substitutes possess county substitute credentials in accordance with N.J.A.C.6A:9-6.5.
3. Supply sufficient trained and qualified *long-term* teaching substitutes on an as-needed basis during the school year. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes, benefits and the like. The minimum amount that the Contractor shall pay to each *long-term* substitute (Non Certified) as wages shall be one hundred seventy-five dollars (\$175.00) per full day and eighty-seven dollars and fifty cents (\$87.50) per half day. The minimum amount that the Contractor shall pay to each *long-term* substitute (Certified) as wages shall be two hundred dollars (\$200.00) per full day and one hundred dollars (\$100.00) per half day. The minimum amount that the Contractor shall pay to each *long-term* substitute (Certified Day 40+) as wages shall be two hundred fifty dollars (\$250.00) per full day and one hundred twenty-five dollars (\$125.00) per half day. Contractor shall certify that all *long-term* substitutes possess the appropriate teaching certificate and endorsement(s) in accordance with N.J.A.C. 6A:9-1 et seq.
4. Supply sufficient trained and qualified *aide* substitutes on an as-needed basis during the school year. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes, benefits and the like. The minimum amount that the Contractor shall pay to each per diem *aide* substitute as wages shall be one hundred five dollars (\$105.00) per full day and fifty-two dollars and fifty cents (\$52.50) per half day.
5. Contractor shall certify that all employees that it provides to the District, whether a *per diem* and/or *long-term substitute*, shall have been subject to a preliminary criminal history records check, as is required pursuant to N.J.S.A.18A:6-7.1 et seq., without expense to the

Board before the employee commences work in the School District. Contractor shall also certify that all employees that it provides to the District possess such inoculations and/or are tested for tuberculosis infection in compliance with N.J.A.C.6A:32-6.3.

6. Contractor shall ensure that each of the employees it furnishes to the District shall be trained for the required positions, which shall include no less than five (5) hours of training in classroom management and general rules and procedures applicable to the position.
7. Contractor shall ensure that all substitute teachers and aides assigned to the River Vale School District provide services in accordance with specifications that comply with the district's COVID protocol which may be revised to address the current requirements and recommendations of the federal, state, county and local governments.

The Board reserves the right to inspect the records of any or all employees of the Contractor, at any time during the term of the contract with respect to applicable criminal history record checks, tuberculosis screenings and/or certification requirements.

### **Subcontracting**

The Contractor must be fully capable of performing the proposed services within its own resources and may not assign, transfer, or sublet this contract or any portion thereof without the written consent of the River Vale School District. Noncompliance with this requirement will result in immediate disqualification.

### **Unsatisfactory Performance**

The District expects the Contractor to furnish substitute teachers and/or aides that are professional in manner, appearance and dress, and able to satisfactorily perform the requirements of their assigned position. In the event that the District is dissatisfied with the substitute teacher/aide furnished by the Contractor (for failing to perform his/her duties in a satisfactory manner), the Contractor shall cancel the charges incurred by the District with respect to such substitute teacher, provided that the District provides such written notice to the Contractor within twenty-four (24) hours. The Contractor shall honor the District's request not to assign specific substitute teachers/aides.

### **Current District-Approved *Per Diem* Substitute Teachers**

By submitting a bid, the Contractor agrees to offer all of the substitute teachers that have been approved by the District's staffing service for the 2026-2027 school year the opportunity to be employed by the Contractor for purposes of serving as a substitute teacher in the District.

### **Current District-Approved *Per Diem* Substitute Aides**

By submitting a bid, the Contractor agrees to offer all of the substitute aides that have been approved by the District and/or its staffing service for the 2026-2026 school year the opportunity to be employed by the Contractor for purposes of serving as a substitute aide in the District.

### ***Per Diem* Substitute Teacher/Aide Assignment System; Preferences**

The Contractor shall ensure that it has a system to allow the District and/or its employees to notify the Contractor that a substitute teacher/aide will be needed for the following day (or further in the future) and ensure that *per diem* substitute teachers/aides shall be furnished as needed. The system shall include the option for the teacher/aide and/or District to request a particular *per diem* substitute teacher/aide, who shall serve in such capacity if available and willing to work.

## **Audit**

The Contractor agrees that the Board and its auditor shall have the right to audit and/or examine all books, records and documents pertaining to the services provided under the contract and agree to retain all such books, records and documents for a period of six (6) years after the termination of the contract.

## **Independent Contractor Status**

The Contractor shall be considered an independent contractor and shall not be deemed an agent, servant, employee or representative of the River Vale Board of Education. Likewise, the employees that it sends to the District as *per diem* substitutes and/or long-term substitutes shall be considered employees of the Contractor and not of the Board.

## **Payment Terms**

Payments to the Contractor shall be made within forty-five (45) days after the submission of an invoice from the Contractor, provided that such invoice is received by the District no less than seven (7) days prior to a Board meeting at which action may be taken. Payments are subject to approval by the River Vale Board of Education.

## **Termination Clause**

If the Contractor fails to comply with any of the obligations required of it by the terms and provisions of these specifications and the contract and, following receipt of written notice specifying the failure(s) fails to remedy and cure such failure(s) within fourteen (14) days, then the Board shall have the right to terminate the contract immediately.

The Board may also terminate the agreement without cause upon sixty (60) days' notice to the Contractor. In the event the Board terminates the agreement without cause, the Contractor shall be entitled to payment for services rendered through the date of termination.

## **Taxes, Licenses and Permits**

The Contractor shall, as part of its base bid:

1. Be liable for the payment of all taxes levied or attempted to be levied in connection with the services to be performed,
2. Pay all payroll taxes, unemployment taxes, social security taxes, and workers' compensation insurance premiums; and
3. Secure and pay for all necessary licenses and permits required for the performance of the services required by the Specifications and shall comply with all laws, orders, rules and regulations applicable to such services.

### **Hold Harmless and Indemnification**

- A. The Contractor shall indemnify and hold the Board and all of their officers, agents and employees harmless from and against any and all claims, damages, losses and expenses, including attorneys' fees and costs of litigation, arising out of, resulting from or in connection with the provision of services, which are caused by any error, omission, negligent or willful act of the Contractor, its officers, agents and employees, and any subcontractor which it may employ.
- B. The Board may defend itself, at the Contractor's expense, from any claim or lawsuit which may arise out of the Contractor's performance or lack of performance under the terms of this contract or the Board may elect to have the Contractor provide the Board with legal representation at the Contractor's own expense.

### **Insurance**

Prior to the commencement of the contract, the Contractor shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board and establish that it has the insurance coverage set forth below, which shall provide coverage for all work connected with the services provided by the Contractor.

- 1. Commercial General Liability insurance naming the River Vale Board of Education as an Additional Insured as per the following limits of liability:
  - \$2,000,000 General Aggregate (Personal Injury, Contractual Liability, Property Damage, Combined Single Limit)
  - \$1,000,000 Personal Injury and Advertising Injury
  - \$1,000,000 Umbrella Coverage/per occurrence (Combined Single Limit)
- 2. Workers' Compensation insurance in accord with statutory limits of the State of New Jersey.
- 3. Automobile Insurance, owned and non-owned, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Full coverage must be provided for its employees, the Board and its officers, agents and employees, any subcontractor, and any member of the public who may be injured or suffer damage from any act of the Contractor and its employees, officers or agents.

The Board shall be named as an additional insured on all insurance policies of the Contractor.

The required insurance coverage shall be in effect at all times during the term of this contract. Certificates of insurance must contain a thirty (30) day cancellation and/or modification clause with a requirement of written notice to the Board by the insurance company. In the event of cancellation, the Contractor shall obtain insurance in the same amount and for the same coverage from another carrier prior to the date of cancellation.

### **Business Registration Certificate**

1. Pursuant to P.L. 2004 c.57, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue.
2. The Contractor shall provide copies of current Business Registration Certificate for each subcontractor immediately upon entering into each subcontract. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.
3. The Contractor shall maintain and submit a current, updated list of subcontractors and their current Business Registration Certificate as a continuing obligation under this contract. Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
4. For the term of this contract, the Contractor and each of its affiliates and each subcontractor and each of its affiliates as defined in N.J.S.A.52:32-44(g)(3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
5. 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 business registration information 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. The Contractor shall indemnify and hold harmless the Owner from and against any and all fines, taxes, penalties, interest, claims, losses, costs and expenses of any kind arising out of or resulting from or in connection with the Contractor's failure to comply with P.L. 2004 c. 57 as amended from time to time.

### **Pay to Play Disclosure**

The Contractor is advised of the 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, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Waiver**

No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

### **Laws**

The Contractor and its agents, servants and employees shall comply with all applicable laws, statutes, regulations, and ordinances and any other issued by any governmental entity, specifically including, but not limited to, laws relating to building maintenance, repair, hygienic management and safety. The Contract shall also be bound by any and all of the Board's bylaws, policies and regulations. This contract shall be governed by the laws of the State of New Jersey and in the event that the parties have a dispute or disputes that must be resolved through litigation, the parties consent to the jurisdiction of the Superior Court of New Jersey, County of Bergen, for any and all such disputes.

### **Anti-Bullying Bill of Rights Act**

Contractor shall comply with all applicable provisions of the Anti-Bullying Bill of Rights Act, N.J.S.A.18A:37-13.1 et seq., and the anti-bullying policy of the Board, or in the event the Contractor is assigned to provide services in another school district, that school district's policies. Contractor and its employees shall verbally report any act of harassment, intimidation or bullying of a student of the Board, or school district, as applicable, on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subjected to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure set forth in the Board's or the school district's anti-bullying policy, as applicable. The Contractor shall obtain a copy of the Board's or the school district's anti-bullying policy and information regarding the policy.

**Law Against Discrimination**

The Contractor agrees to comply with the Law Against Discrimination pursuant to N.J.A.C.17:27-1 et seq. as set forth at length in Exhibit A attached hereto and made a part hereof.

## BIDDER'S CHECKLIST

The Forms, as noted below, are part of the Bid package and must be properly completed and submitted with Bid Proposal. Failure to provide any item(s) noted below may cause disqualification of Bid Proposal in accordance with the law.

- Form of Bid Proposal (Affidavit
- Bidder's Qualification Statement
- Stockholder or Partnership Disclosure Statement
- Non-Collusion Affidavit
- Affirmative Action Acknowledgement Forms
- Political Contribution Disclosure Affidavit & Form
- Prohibited Russia-Belarus Activities & Iran Investment Activities Form
- Certified Check or Form of Bid Bond
- Reference list of at least five (5) other New Jersey public school districts for which the bidder is providing Substitute Teacher Staffing Services
- Business Registration Certificate.

Please check your bid package before sealing to make sure each and every document referenced above is fully executed and enclosed in your bid package.

**BID FORM**

The undersigned agrees to provide Substitute Teacher Staffing Services in accordance with the Notice to Bidders, Instructions to Bidders, General Conditions/Specifications and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following bid is accepted.

**State the amount to provide Substitute Teacher Staffing Services to the River Vale Board of Education inclusive of all costs, including, but not limited to, salaries, wages and benefits:**

*Per Diem* Substitute Teachers (amount per day per substitute teacher): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

*Per Diem Building-Based* Substitute Teachers (amount per day per substitute teacher): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

*Per Diem* Substitute Aides (amount per day per substitute aide): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

Long-Term Substitute Teachers (Non Certified)  
(amount per day per substitute teacher): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

Long-Term Substitute Teachers (Certified)  
(amount per day per substitute teacher): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

Long-Term Substitute Teachers (Certified Day 40+)  
(amount per day per substitute teacher): (\$ \_\_\_\_\_ )

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(Total Bid Amount expressed in words)

**NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct bid.**

**ADDENDUM RECEIPT (if any)**

Addendum No. 1      Date: \_\_\_\_\_

Addendum No. 2      Date: \_\_\_\_\_

Addendum No. 3      Date: \_\_\_\_\_

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten (10) days after receipt of the contract, together with the insurance certificates as required in the Specifications.

Submitted by:

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

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

I certify that I, \_\_\_\_\_, am the \_\_\_\_\_ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents is true and accurate. I further certify that the bidder owns, leases or controls all the necessary equipment required by the plans, specifications and advertisement for bids. If the bidder is not the actual owner, I hereby certify that I have attached a certificate from each and every owner or person in control of such equipment which grants the bidder the control of the equipment for such time as may be necessary for the completion of that portion of the project for which such equipment is necessary.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

\_\_\_\_\_  
(Affix corporate seal)

\_\_\_\_\_  
Authorized Representative

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

**AFFIDAVIT**

I/We hereby certify that I/We have read the foregoing conditions and specifications and have become familiar with the contents thereof; and that the bid of (Name of Company) submitted to the River Vale Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the Board of Education may be disregarded, or the bid may be rejected.

\_\_\_\_\_  
Corporate Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

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

**BIDDER'S QUALIFICATION STATEMENT**

A. Names and addresses of other school districts which have retained the services of the bidder to provide Substitute Teacher Staffing Services (including the name of the school district's representative) and the dates the bidder started and ended their contractual relationship, together with the reasons why the contractual relationship terminated.

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B. For each school district listed in A, indicate whether the contract amount was adjusted after the contract was signed, the amount of the adjustment and the reasons thereto.

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C. Names and addresses of other entities which have retained the services of the bidder to provide Substitute Teacher Staffing Services and the dates the bidder started and ended their contractual relationship, together with the reasons why the contractual relationship terminated.

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D. For each entity listed in C, indicate whether the contract amount was adjusted after the contract was signed, the amount of the adjustment and the reasons thereto.

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E. Bidder's Financial Statement for the past three (3) years.

I certify that:

1. I have read and fully understand the Specifications, including all addenda.
2. The Bidder meets all of the requirements contained in the Specifications.
3. The information contained on all of the bidding documents are true.
4. I am authorized to submit the bid on behalf of the bidder.

I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

WITNESS:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Affix Corporate Seal

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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



II.

\_\_\_\_\_  
Name of Corporation/Partnership  
That holds 10% or more interest  
In the bidding corporation/partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Official Title

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_\_



**EXHIBIT A**

**N.J.S.A.10:5-31 and N.J.A.C.17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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

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\\_compliance](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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

**AFFIRMATIVE ACTION ACKNOWLEDGEMENT**  
**FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS**

By: \_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_\_

**EXHIBIT B**

TO: All Vendors  
FROM: Kelly Ippolito, Business Administrator/Board Secretary  
RE: AFFIRMATIVE ACTION

As a condition to entering into a valid and binding contract, you must submit evidence that:

1. The Contractor is operating under an existing federally approved or sanctioned Affirmative Action Plan.
2. The Contractor has a Certificate of Employment Information Report issued in accordance with N.J.A.C.17:27-1.1 et seq.; or
3. The Contractor has an Employee Information Report (AA302), provided by the Division of Contract Compliance and Equal Employment Opportunity, which shall be completed by the Contractor in accordance with N.J.A.C.17:27-1.1 et seq.

The Contractor shall not be eligible to submit an Employee Information Report unless the Contractor certifies and agrees as follows:

The Contractor, where appropriate, certifies that it has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and agrees to submit immediately to the Division of Contract Compliance and Equal Employment Opportunity a copy of the Employee Information Report.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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

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

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

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

**AFFIRMATIVE ACTION AFFIDAVIT**  
**FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS**

STATE OF \_\_\_\_\_)

: ss:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the Bidder, \_\_\_\_\_.

I hereby certify that I am aware of the equal employment opportunity and affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the Bidder is in compliance with the requirements therein. I hereby agree that the Bidder shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that the failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law.

By: \_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_



**Certification on Behalf of a Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee;
- c) A legislative leadership committee;
- d) A county political party committee; or
- e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Name of Company, Partnership or Organization:**

\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Circle One of the Following Which Applies:**

**(A) The Company, Partnership or Organization is the vendor;**

**Or**

**(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.**

*\*Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

**Individual Certification of Compliance with Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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





## 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:

#### Contract Awards and Renewals

- 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).*

#### Contract Amendments and Extensions

- 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*



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 Board of Education and that the Board of Education at its option may declare any contract(s) resulting from this certification void and unenforceable..

Sworn before me this _____ day of _____, 20____ Notary Public of _____ My Commission expires _____ / _____ / _____	_____
	Name of Firm
	By: _____
	Official Title