

Attention Bidders

Electronic Bidding Tutorial Videos Are Available Via

<https://www.nps.k12.nj.us/departments/purchasing/view-current-bids/>

All proposals will be received electronically via our electronic bidding platform <https://npssourcing.com/> . Email Susan Balbosa for user credentials via sbalbosa@nps.k12.nj.us

Proposers are encouraged to attend the virtual pre-submission meeting on Wednesday, June 24, 2026, 10:00 a.m. EST to review completion of the required documents and the electronic submission process. Virtual meeting credentials are below.

Webex Link: <https://nboe.webex.com/>

Meeting number: 2632 095 0949

Password: hERQAhb3m22

Dial In: (646) 992-2010

All questions shall be submitted in writing via the bidding platform prior to 2:00 p.m. EST Wednesday, June 24, 2026. The specific section and page number to which each question refers to is to be indicated. Answers will be provided at least seven days prior to the acceptance of proposals.

Proposers are required to upload their signed and complete proposal with all required documents and signatures in the Questionnaire - Answer Questions Section. The complete proposal must be submitted prior to 12:00 p.m. EST Friday, July 10, 2026 via <https://npssourcing.com/> .

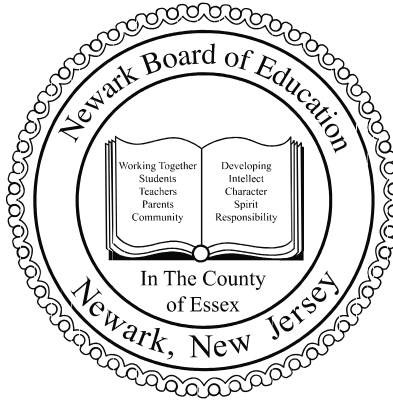
Proposals will be publicly opened and announced directly after the submission deadline, virtual meeting credentials are below.

Webex Link: <https://nboe.webex.com/>

Meeting number: 2865 792 6959

Password: KdRhdRwg225

Dial In: (646) 992-2010



**NEWARK BOARD OF EDUCATION
765 BROAD STREET
NEWARK, NEW JERSEY 07102**

**REQUEST FOR PROPOSAL 10284
DUAL ENROLLMENT PRE-COLLEGE AND TECHNICAL SCHOOL PROGRAMING**

ADVERTISED:	WEDNESDAY, JUNE 17, 2026
PRE-SUBMISSION MEETING:	WEDNESDAY, JUNE 24, 2026 10:00 a.m. EST
LAST DAY FOR QUESTIONS: (All questions must be submitted via the bidding platform)	WEDNESDAY, JUNE 24, 2026 12:00 p.m. EST
SUBMISSION DATE:	FRIDAY, JULY 10, 2026 12:00 p.m. EST

**ALL PROPOSALS MUST BE SUBMITTED VIA THE ELECTRONIC BIDDING
PLATFORM [HTTPS://NPSSOURCING.COM/](https://npssourcing.com/)
PRIOR TO 12:00 P.M. EST, FRIDAY, JULY 10, 2026**

BACKGROUND

The Newark Board of Education (NBOE, District), with over 60 schools, roughly 7,000 employees, and a student population of approximately 40,000, is the largest and one of the oldest school systems in New Jersey. The ethnic diversity of the city provides a rich educational experience for pre-kindergarten to secondary school students. The District continues to revise its services to meet the changing needs of its students.

The vision for the school district is to ensure Newark students achieve at the highest levels and graduate college-and-career ready. The District's Ten-Year Strategic Plan focuses on six priorities emerged out of deep engagement of our community stakeholders in root cause data analysis and the development of strategies to guide our progress. The six priorities are:

1. Unified and Aligned Systems
2. A Rigorous and Relevant Framework for Instruction
3. Strength-Based and Responsive Culture
4. Continuous Learning for All
5. Integrated System of Student Support
6. Strong Reciprocal Partnerships

The Newark Board of Education's Strategic Plan The Next Decade is available via <https://www.nps.k12.nj.us/info/the-next-decade/>

The NBOE reserves the right to reject any and all proposals and the right at its option to waive or refuse to waive any minor defect or informality in any proposal in accordance with applicable law. All responsive proposals received will be subjected to an evaluation by qualified District personnel. Respondents should submit sufficient information to enable the evaluation committee to fully ascertain each respondent's capability to perform the requirements contemplated by this solicitation. All commitments made in the proposals shall become a part of any resultant contract.

This solicitation is for prequalification only. Any resultant contract will not guarantee purchase, nor does a contract guarantee the maximum award amount. The District reserves the right in its sole discretion to increase the contract award amount during the contract term. Award of contracts will be subject to availability of funds. Funding will be provided by the issuance of a purchase order. No legal liability on the part of the District for any payment that may arise until the contract is funded by the issuance of a purchase order. Only a signed purchase order authorizes the performance of service and or delivery of goods. The Newark Board of Education is not responsible for services performed or goods delivered without an authorized purchase order.

The NBOE intends to award more than one institution of higher education in accordance with this request for proposal (RFP) solicitation, and Contractors awarded will serve multiple schools.

SCOPE OF SERVICES

The Newark Board of Education seeks to contract and partner with accredited institutions of higher education to provide college level dual enrollment courses for our high school students, and technical schools to provide certificate programs. Currently, we have a total of 20 high schools. For the upcoming 2026-2027 school year we anticipate 1,200 students participating in dual enrollment courses. Our goal is for participating students to (1) meet the eligibility requirements for obtaining their Associates Degree and High School Diploma at the same time; however, some participants will not take all courses necessary for acquiring their Associates Degree; or (2) begin courses to receive a technical certificate. Dual enrollment opportunities are normally offered to students in their junior and senior years of high school, occasionally this opportunity is extended to freshmen and sophomore students. Courses can be virtual, in-person at the student's high school, or in-person at the college, university, or technical school. NBOE acknowledges and agrees that the college/university shall have final authority and oversight with respect to all academic matters regarding the courses.

Professors/Adjunct Professors

The District seeks intuitions that permit qualified District teachers to teach courses as an adjunct professor as outlined by the college/university. In the event our District teachers don't satisfy the qualifications, an adjunct professor/professor will be required from the college/university.

Educational Purpose and Desired Courses

Dual Enrollment courses provide the opportunity for students to explore and engage in content that piques their interest as it relates to graduation electives. Additionally, students may be afforded the opportunity to graduate with a High School Diploma and an Associate's Degree. The NBOE is interested in a variety of courses, in addition to those identified in Attachment A Course Catalog. All proposers shall provide a list of current course offerings, identify all relevant dates (e.g. registration dates), and a contact person for generating quotes. Annually, updated course catalogs shall be provided to the District.

Credits and Grades

Proposers shall identify how students are to obtain credits earned on an unofficial and official transcript. Schools shall provide student grades to both the District's High School Leadership Department and the students attending high school.

Should the proposing College, University, or Technical Institute be awarded, the following steps will occur:

1. Notification of approval will be made by September 2026, and contract execution will begin.
2. A list of approved colleges, universities, and technical institutes and their course offerings will be shared with school principals for a determination of course sections.
3. Principals or their designee will contact the colleges, universities, or institutes for a quote identifying the number of students and the desired courses. Quotes shall be provided based on the rates provided in response to this request for proposal.
4. The title, edition and author of required textbooks/materials shall be provided to the Principal or designee at least two months prior to the start of courses. A quote for books will be provided to the Principals or their designee from the identified book store or school to order the required textbooks and/or materials when applicable.
5. Once the request is approved the awarded colleges, universities, and technical institutes will receive a purchase order via email, only a signed purchase order authorizes the performance of service, and or delivery of goods.
6. Once in receipt of the purchase order the service provider will work with the Principal or their designee to begin services.
7. Grades shall be reported to the principal/designee and the High School Leadership Team at the conclusion of each course within thirty (30) days.
8. The provider shall submit invoices to Accounts Payable via AccountsPayable@NPS.K12.NJ.US , the High School Leadership Team and the Principal.

MINIMUM QUALIFICATIONS

All proposals will be evaluated to determine whether they meet the following Minimum Qualifications:

1. Current Middle States Commission on Higher Education Accreditation or Accrediting Commission of Career School and/or Colleges accreditation.
2. Internal Revenue Service 501c3 non-profit determination or possession of New Jersey Business Registration Certification or confirmation to secure upon recommendation to award.

PROPOSALS THAT DO NOT CLEARLY EXHIBIT ALL OF THE ABOVE WILL NOT BE FURTHER EVALUATED.

PROPOSAL REQUIREMENTS

A complete proposal in response to this request for proposal (RFP) will consist of two parts: The Program Proposal and the Cost Proposal. Instructions for each component are provided below.

Program Proposal

The Program Proposal is a narrative description of how your organization proposes to address the required scope of services, and the resources it brings to this service delivery. It is required that you organize your program proposal in the following three sections:

A. Minimum Requirements

In this section, provide information addressing the Minimum Qualifications previously outlined.

B. Program Work Plan

For the Program Work Plan provide a detailed, clear, and concise description of your proposed courses; identify the course title, description, and number of credits. Identify all courses offered to the District.

C. Organizational Capacity

Entities responding to the RFP must identify the maximum number of participants per course.

Cost Proposal

The Cost Proposal will provide the District with information about your pricing schedule. The Cost Proposal must be itemized and identify all cost. Proposers shall use the enclosed Cost Proposal Form. Evaluators must be able to compare pricing and products uniformly.

If your college, university, or technical institute provides different rates for on-site and virtual courses, identify both. If your college, university, or technical institute has professor, technology, graduation, or any other fee, ensure they are identified on the Cost Proposal Form.

If specialized supplies or equipment are required e.g. a specialized laptop, ensure that it is identified on the Cost Proposal Form.

Travel – The cost proposal submitted by respondents shall be inclusive of any and all cost pertaining to professor travel to and from any site where the services are to be performed. The Newark Board of Education will not pay any costs for travel.

Administrative, and other Fees- The cost proposals submitted by respondents shall be inclusive of any and all cost pertaining to travel to and from any site where the services are to be performed, administrative fees, and any other fees. All rates provided shall be all-inclusive. The Newark Board of Education will not pay any costs for travel, administrative, or any other fees. Travel time is not to be charged on any hourly or service rate. Travel time to and from the site of service is to be borne by the respondent.

The District may consider requests for price modifications arising from the tuition increases approved by the college's governing body. Any such modification requires written approval via contract amendment from the Director of Support Services or School Business Administrator.

CONTRACT PERIOD

The contract is for a three (3) year period from date of award with the option to renew for one (1) additional two (2) year period. The final contract shall represent the terms and conditions of the agreement. Renewals may be exercised by the District in its sole discretion. By submitting a proposal, the awarded Contractor agrees to the maximum contract term of five (5) years.

PROPOSAL EVALUATION PROCESS

All proposals received by the Newark Board of Education will be reviewed to determine if the proposal meets all of the submission requirements and minimum qualifications prescribed in this solicitation. An evaluation committee comprised of qualified professionals will review and evaluate each proposal, applying the evaluation criteria provided below.

The table below will be utilized to evaluate each proposal submitted. The closer your proposal meets the desired criteria listed, the higher the evaluation points it will receive in the related Response Category.

Response Category	Desired Characteristics
Technical/ Program Plan	Program plan delineates a clear, detailed understanding of the specifications outlined in the scope of services.
Managerial/ Organizational Capacity	Documented evidence that the organization has the human, organizational and technical capacity to deliver proposed programing.
Pricing	Pricing outlines all related costs. Costs are appropriate for services proposed.

PROPOSAL SUBMISSION

It is the offerer's responsibility to ensure that it has a complete and thorough understanding of all requirements regarding the specifications of the RFP prior to the submission of a proposal. All proposals will be firm offers and may not be withdrawn for a period of at least 90 calendar days following the last day for acceptance. Each proposal must be signed on behalf of the offeror by an officer authorized to bind the organization.

PROPOSERS SHALL UPLOAD ONE PDF DOCUMENT OF THEIR COMPLETE, SIGNED PROPOSAL THAT INCLUDES ALL REQUIRED DOCUMENTS. ALL PROPOSALS MUST BE SUBMITTED ONTO THE ELECTRONIC BIDDING PLATFORM [HTTPS://NPSSOURCING.COM/](https://npssourcing.com/) PRIOR TO 12:00 P.M. FRIDAY, JULY 10, 2026.

PROPOSER'S CHECKLIST

In order to facilitate expeditious and accurate completion of all RFP responses, please refer to the following checklist. Ensure that you have included each of the following documents in your response. The attachments include:

- Proposal Submission Form
- Cost Proposal Form
- Political Contribution Disclosure Form
- Statement of Ownership Disclosure Form
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Newark Board of Education Vendor Form
- Program Proposal
- Middle States Commission on Higher Education accreditation or Accrediting Commission of Career School and Colleges accreditation
- Course Catalog
- W9
- Supplementary Documentation (e.g. evaluation reports)
- Certificate of Employee Information/ AA-302 (requested, but not required with submission; the application link is https://www.nj.gov/treasury/contract_compliance/)
- Internal Revenue Service 501c3 Non-profit Classification or New Jersey Business Registration Certificate (requested, but not required with submission; the application link is <https://www.state.nj.us/treasury/revenue/gettingregistered.shtml>)

10284 Dual Enrollment Pre-College and Technical School Programing Attachment A Course Catalog

Course Title	Course Summary
Principles of Economics II (Micro)	The allocation of resources and distribution of income through the price systems with emphasis on the American economic system. International economics and comparative economic system.
Principles of Economics I (Macro)	To familiarize the student with the theoretical principles and analytical tools of macroeconomic theory, and to provide an understanding about the formulation of stabilization policies (Fiscal and Monetary policies) that foster sustainable economic growth. Macroeconomics is the study of broad economic aggregates, such as the composition of GDP, private consumption, investment, government spending, unemployment, and inflation (price level). More importantly, macroeconomic theory provides the scientific framework for the formulation of stabilization policies that seek to foster sustainable economic growth, characterized by full employment and low inflation. The optimal combination of fiscal and monetary policies has been the epicenter of sharp scientific differences between the various 2 schools of economic thought (Keynesians vs. Monetarists) that have been going on over the last sixty years.
Holocaust & Genocide	Introduction to the history of the European Holocaust and the wider questions of genocide in the modern world. Examination of these events in comparative context (including such events as Armenian, Stalinist, and Cambodian massacres) and discussion of their impact on modern cultural, political, intellectual developments. Exposure to some of the greatest moral and ethical dilemmas in modern history. Exploration of how an understanding of the origins and virulence of genocide challenges societies to be more tolerant, pluralistic, and open. This is an inter- disciplinary course drawing from history and the humanities, the social sciences, and education.
Introduction to Forensic Science	Forensic Science is the application of science to the law. This course introduces students to the many disciplines of forensic science and how they are used in our criminal justice system. Students will be introduced to the science behind these disciplines and how ensign science techniques are used in crime laboratories throughout the United States and abroad. Guest lecturers and practitioners will offer insights into their day-to-day investigative work and how they face technology challenges and success. The scientific method will be emphasized throughout the course.
Computational Thinking I	This course exposes students to abstract and algorithmic thinking via a series of experiments designed around computer science problem solving techniques. Students will be required to formulate problems and solutions and present these solutions so that it is reproducible by a non-electronic information processing agent. Through this approach, students will be introduced, at an elementary level, to mathematical, computational, and engineering problem solving techniques.
Elements of Computer Programming I	This course presents fundamental software development and computational methods, and explores the use of a programming language as a tool to implement algorithms that solve computing problems. The course introduces important concepts and principles in programming and lays the foundation for achieving advanced programming skills. The course covers various concepts in procedural programming including procedural decomposition and parameterization, variables, arrays, conditional execution, loops, recursion, as well as file processing.

Data Structures and Algorithms I	The study of computer science includes the study of how information is organized in a computer, how it can be manipulated, and how it can be utilized. The efficiency of programming and data processing is directly linked to the structure of the data being processed and algorithms used. The course presents fundamental computing algorithms and their associated data structures and abstraction. The course combines the concepts of information organization, information manipulation, and algorithms.
Music Production Technology	This course introduces students to the concepts of recording, sequencing and mixing music using computer-based Digital Audio Workstations (DAWs). Topics covered include digital audio and MIDI theory, DAW signal flow and system requirements, MIDI sequencing, stereo mixing techniques, and use of software-based virtual instruments and effects processors such as equalizers, compressors and reverbs. Students receive hands-on practice in digital music production in a state of the art production lab.
Food Sanitation & Culinary Principles	This course introduces students to the principles of conduct and employment in the food service industry, coupled with sanitation concepts in the operation of a food service establishment. Professionalism, ethics, conduct, and employment opportunities during and after completion of a degree are discussed. Personal hygiene, fire safety regulations, including state and federal laws pertaining to the handling of food products are studied. This course prepares students for a nationally recognized ServSafe certification exam provided by the National Restaurant Association Educational Foundation (NRAEF)
Production Kitchen Skills I	This course is intended to provide a strong foundation in the basic fundamentals of commercial food preparation and practices. Proper knife skills and the use and care of tools and equipment is demonstrated and practiced in the laboratory. Emphasis is placed with students using hands-on experience in food production utilizing designed introductory menus. The hands-on experience is supported with demonstrations and lecture in the laboratory. Students will learn the appropriate cooking methods that may be applied to meats, fish, poultry, starches, and vegetables. The basic cooking methods are introduced and practiced in the laboratory. Students will also learn the proper techniques used in the preparation of stocks, soups, and sauces.
Bakeshop	An introduction to the preparation of basic quick breads, rolls, breakfast items, and basic desserts, including various icings and butter cream, puddings, cakes, cookies, and pies. Students will gain skills in the preparation of pie crusts, pie washes, and pie fillings. Emphasis will be placed on the understanding and use of ingredients, weights and measures, tools, and equipment used in the bakeshop.
Workshop Practices and General Maintenance	<p>The overall goal of this course is to facilitate a smooth transition to school by engaging the student in curriculum focusing on academic, career, and life skills. Students will make connections with key personnel within the school that will assist with their questions and provide guidance throughout their education.</p> <p>The student will be introduced to automotive and diesel systems, industry certifications, and job opportunities. Students will learn essential skills for the vehicle technician including safety, tool and equipment fundamentals, and the proper use of measurement tools such as dial indicators, micrometers, and calipers.</p> <p>The automotive and diesel content will be balanced by an emphasis on skills that will enable students to be successful in school and in life. These skills will include time management, financial management, goal setting, learning strategies, career planning, and critical thinking strategies.</p>

Electrical Systems	<p>This course is designed to provide the student with practical theory in basic and solid state circuitry, including body electrical systems, operation and service of automotive storage batteries, automobile charging systems, starting systems, and lighting systems. Students will evaluate components using both conventional and electronic diagnostic equipment.</p> <p>Students will learn how to complete repair orders containing customer and vehicle information and corrective action. Students will learn how to research vehicle service information with computer and internet based electronic retrieval systems.</p> <p>Students will learn how to diagnose basic electrical, charging, starting, and lighting circuits through the use of diagnostic equipment to include test lights, multimeters, and continuity testers. Professional development exercises and seminars are also included in this course.</p>
Automotive Brake Systems	<p>This course is designed to provide comprehensive coverage of design, operating principles, maintenance and service of the automotive brake systems and traction control. Emphasis is placed on diagnosis and service of rotors and drums with measuring and resurfacing included. Anti-lock braking is covered from operating principles through diagnosis and service.</p> <p>Students will learn how to complete repair orders containing customer and vehicle information and corrective action. Students will learn how to research vehicle service information with computer and internet based electronic retrieval systems.</p> <p>Students will learn how to diagnose mechanical and hydraulic problems within the vehicle braking systems. Students will learn how to diagnose computer control problems within the anti-lock and traction control systems. Professional development exercises and seminars are also included in this course.</p>
Advanced Automotive Electronics & Diagnostics	<p>This course is designed to provide the student with a more in-depth knowledge of electrical and electronic principles, and advanced circuit applications. Students will learn about automobile computerized control systems as they apply to engine and body control as well as transmission, suspension, braking systems, and other computerized systems. Computer operation, sensors, and actuators are emphasized.</p> <p>Students will learn how to complete repair orders containing customer and vehicle information and corrective action. Students will learn how to research vehicle service information with computer and internet based electronic retrieval systems.</p> <p>Students will learn how to diagnose automotive electrical and electronic circuits using a variety of diagnostic equipment to include digital volt-ohm meters, continuity testers, test lights, graphing multimeters, and oscilloscopes. Students will learn how to use diagnostic scan tools to retrieve trouble codes from vehicle computers and determine necessary repairs. Professional development exercises and seminars are also included in this course.</p>
Automotive Steering and Suspension Systems	<p>This course is designed to provide the student with detailed instruction of the design and operating principles, maintenance and service of automobile suspension and steering systems including steering geometry and alignment angles. Emphasis is placed on wheel alignment procedures, including computerized four-wheel alignment. Service and diagnostics are stressed including McPherson struts, rack and pinion steering systems, and tire design</p>

	<p>and applications. New technologies are covered to incorporate electronic steering, and in-depth coverage of computerized suspension systems.</p> <p>Students will learn how to complete repair orders containing customer and vehicle information and corrective action. Students will learn how to research vehicle service information with computer and internet based electronic retrieval systems.</p> <p>Students will learn how to diagnose, inspect, and service steering system components using industry standard equipment. Students will learn how to diagnose inspect, remove and replace rear-wheel and front-wheel drive suspension component. Students will learn how to perform alignments on front and rear wheel drive vehicles. Professional development exercises and seminars are also included in this course.</p>
Air Conditioning and Electrical Accessories	<p>This course is designed to provide the student with theory and application of automobile air conditioning and heating systems. Students will also be presented with the operation of various automobile accessories to include: power windows, door locks, and seats, and air bag operation and service.</p> <p>Students will learn how to complete repair orders containing customer and vehicle information and corrective action. Students will learn how to research vehicle service information with computer and internet based electronic retrieval systems.</p> <p>Students will learn how to diagnose abnormal operation of air conditioning and heating systems, remove and replace air conditioning and heating system components, and evacuate and recharge automobile air conditioning systems. Professional development exercises and seminars are also included in this course.</p>

Certificate Programs

Automotive Technology

Electrical/Electronics

Heating, Ventilation, and Air Conditioning

Welding Technology

Machining and Manufacturing

10284 Dual Enrollment Pre-College and Technical School Programing Proposal Submission Form

(Attach this form to the front of your proposal)

All data fields must be typed with the exception of the authorized signature.

LEGAL NAME OF COMPANY	
STREET ADDRESS (MAIN OFFICE)	
CITY	
STATE	
ZIP CODE	
FEDERAL TAX IDENTIFICATION NO.	
NJ BUSINESS REGISTRATION CERTIFICATE (BRC) #	
<i>If not, confirm agreement to secure (BRC) by initialing here:</i>	
CONTACT PERSON FOR THIS PROPOSAL	
CONTACT PERSON'S TELEPHONE	
CONTACT PERSON'S EMAIL	
AUTHORIZED SIGNATURE Required for Proposal Submission	
AUTHORIZED NAME AND TITLE	
DATE OF SIGNATURE	
ARE YOU A MINORITY OR WOMEN-OWNED ENTERPRISE?	
AVERAGE NUMBER OF EMPLOYEES	
YEARS IN BUSINESS	

10284 Dual Enrollment Pre-College and Technical School Programing Cost Proposal Form

The evaluative process requires an assessment of cost. This pricing table has been developed to provide uniformity for evaluative purposes.

VENDORS ARE ONLY CONTRACTED FOR SERVICES IDENTIFIED WITHIN THE COST PROPOSAL.

PLEASE DUPLICATE THIS PRICING FORM AS NECESSARY.

Company Name _____

Proposers shall only provide available and established rates. If rates are not available for the maximum five year contract term, proposers shall submit all currently available rates. Awarded organizations shall provide the Newark Board of Education with future rates as they become available, which may be incorporated into the contract through an addendum.

Year 1 Per Credit Rate	Year 2 Per Credit Rate	Year 3 Per Credit Rate	Year 4 Per Credit Rate	Year 5 Per Credit Rate

Complete the data fields below identifying other non-credit required expenses e.g. specialized laptops, technology fees, graduation fee etc.

Description	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate

Travel/ Delivery/ Administrative/ Incidental: All related expenses must be included in total cost listed above. All travel and/or other expenses related to the services provided are the responsibility of the service provider. The District will not provide reimbursement for any travel and/or incidental expenses, and /or other fees. Rates are all inclusive.

Include with Proposal Submission Page 5 of 12

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Essex

State: Governor, and Legislative Leadership Committees

Legislative District #: 21, 27, 28, 29, 34, 36, 40

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

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

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Borough	Newark City	North Caldwell Borough
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Board of Education (Members of the Board):

Belleville Township	Glen Ridge Borough	Nutley Township
Bloomfield Township	Irvington Township	Roseland Borough
Caldwell-West Caldwell	Livingston Township	South Orange-Maplewood
Cedar Grove Township	Millburn Township	Verona Borough
Essex Fells Borough	Newark City	West Essex Regional
Fairfield Township	North Caldwell Borough	West Orange Town

County: Essex

City of Newark Board of Education (Members of the Board):

Mr. Hasani K. Council, President
 Ms. Vereliz Santana, Co-Vice President
 Ms. Helena Vinhas, Co-Vice President
 Ms. Kanileah Anderson
 Mr. Quamid Childs
 Mr. Mark Comesañas
 Mr. David I. Daughety
 Mr. Louis Maisonave, Jr.
 Mr. Jordy Nivar
 Ms. Divine Kibe, Student Representative

Fire Districts (Board of Fire Commissioners):

None

NEWARK BOARD OF EDUCATION
STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

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

Part IV Certification

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

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



CERTIFICATION OF NON INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

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

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

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

*I acknowledge that the **Newark Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Newark Board of Education** to notify the **Newark Board of Education** in writing of any changes to the answers of information contained herein.*

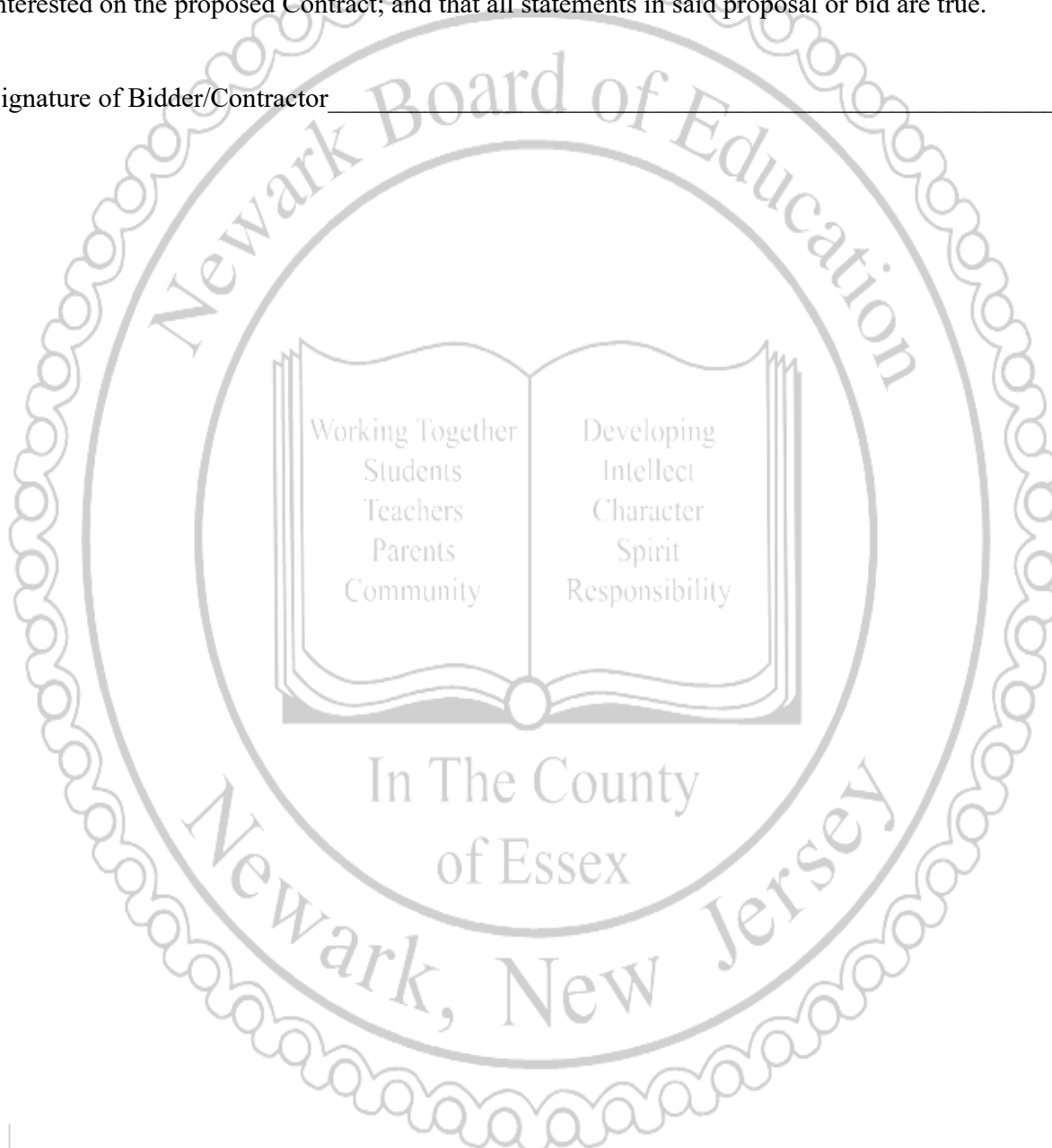
*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Newark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

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

Non-Collusion Affidavit:

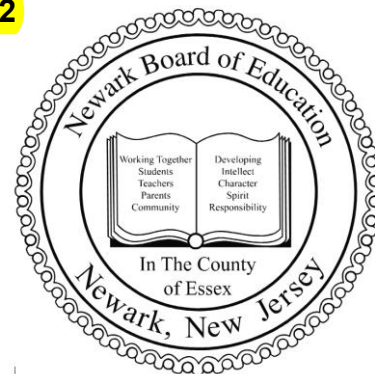
By signing and submitting this bid the contractor certifies that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices or affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the person interested on the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder/Contractor _____



Newark Board of Education

Division of Purchasing Vendor Set-up/ Change Request



Are you a District Employee YES NO

Does Your Business Accept Purchase Orders YES NO

1099 Required YES NO

Please provide the following information and return with a copy of your W9

Legal Business Name _____

Vendor Classification Goods Services Goods and Services

Address for Purchase Orders

Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email Address (purchase orders will dispatch via email) _____

Address for Payment/ Remit To

Address _____

City _____ State _____ Zip Code _____

Vendor Classification

Commercial Large Business

Commercial Small Business (less than 100 employees)

Non Profit

Government Agency

Women Owned Business (51% or more)

Minority Owned Business (51% or more)

African American

Hispanic American

Asian American

Native American

Other

Federal Tax Number _____

NJ Business Registration Number _____

Purchasing Personnel to Complete

Verified Debarment Status

Verified Minority and/or Women Business Enterprise (MBE/WBE Certification)

Verified Small Business Enterprise (SBE Certification)

Verified Non Profit 501(c)(3)

Date _____

The Newark Board of Education is not responsible for services performed without a signed authorized purchase order, and only the issuance of a purchase order authorizes the performance of services and/or delivery of goods.

CERTIFICATIONS, REPRESENTATIONS, AND SPECIAL CONDITIONS

The certifications, representations, and conditions listed below will be contained in the resultant contract, if any. In the event that any responses contain any contradictory terms and/or conditions, said proposal may be rejected. Firms submitting a proposal in response to this Request who are not prepared to accept any of the following provisions, or wish to include additional provisions in the Contract, are required to discuss with specificity (I) the provisions to which they take exception; (ii) the reasons for any such exceptions; (iii) and any substitute for (or additional) language regarding the provisions to which exception is taken. This shall be provided as an appendix with their proposal submission. The District will evaluate any such exceptions, make such adjustments in the proposer's rating as it deems appropriate, and determine in its sole discretion whether to accept such exceptions and/or additional provisions, or reject them.

This request for proposal will be processed using our electronic bidding system. Modification and withdrawals are subject to all terms and conditions in this solicitation

I.1. Order of Precedence - If there are any inconsistencies in this solicitation, the solicitation language shall take precedence over the Certifications, Representations, and Special Conditions.

I.2. Inspection and Audit - The Newark Board of Education (NBOE, District), upon reasonable written notice, shall have access for the purpose of audit and investigation to any and all non-privileged books, documents, papers and records of the Contractor, which pertain to the Contract or the project undertaken pursuant to the Contract.

The Contractor agrees to maintain adequate fiscal records and shall maintain records of time and expenses in regard to Contractor personnel performing Contractor's obligations under the Contract. At such time records shall (i) include the number of hours worked by each staff level; (ii) shall itemize the hours worked by each staff level; and (iii) shall itemize the hours worked by each professional performing the Contractor's obligations under the Contractor.

Pursuant N.J.S.A. 52:15C-14(d) and N.J.A.C. 19:70-1.1 et. seq., the Contractor 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.

I.3. Changes and Amendments - Changes which affect the scope of work, period of performance, expenses, and the like, shall not be valid or enforceable against either party unless in writing and signed by an authorized officer of both parties.

I.4. Confidentiality and Ownership - All information and data gained from review of the District's operations or interviews with the District's personnel shall be deemed confidential. The Contractor shall keep such data confidential and agrees not to make use of such data other than for its performance under the Contract. The Contractor shall not divulge to any third party any data without the prior written consent of the District. The Contractor's obligations to maintain confidentiality shall survive any termination, cancellation or completed performance of the Contract.

All documents prepared or assembled by the Contractor under the Contract are confidential and proprietary information of the District and the Contractor agrees that they shall not be made available

to any individual or organization without the prior written approval of the District.

- I.4.1 Confidentiality - Both parties and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Contractor to any unauthorized person or third party shall entitle the NBOE to seek any remedies available to NBOE at law or in equity and to terminate any services or agreement for services immediately. Education Records are defined as records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, microfiche, and e-mail. The awarded Contractor(s) shall provide a business associate agreement confirming compliance with the provisions of the Health Insurance Portability and Accountability Act (HIPPA) when applicable.
- I.5. Independent Contractors - Both parties in the performance of the Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.
- I.6. Covenant Against Contingent Fees - The Contractor warrants that it has not employed any person to solicit or secure the Contract upon any contract for a commission, percentage or contingency fee. Breach of this warranty shall give the District the right to terminate the Contract or, at its discretion, to deduct from the Contractor's compensation the amount of such commission, brokerage or contingent fees.
- I.7. Certificate and Release - Prior to final payment under the Contract the Contractor shall execute and deliver to the District a "Certificate and Release" in a form acceptable to the District. The Certificate and Release shall contain a release of all claims against the District by the Contractor under and by virtue of the Contract (other than such claims, if any) as may be specifically excepted by the Contractor as stated amounts set forth therein.
- I.8. Nondiscrimination - All contractors must abide by N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
- I.9. Workers' Compensation Insurance - All personnel assigned to this project by the Contractor shall be deemed to be employees, agents and representatives of the Contractor for any and all purposes. The Contractor agrees to maintain Workers' Compensation Insurance for all employees of the Contractor working on the District's premises. The Contractor shall during the course of performance of the Contract maintain such insurance that will protect the District from any and all claims and liabilities for damages for personal injury. The Contractor agrees to provide the District with appropriate insurance certificates evidencing such insurance immediately after execution of the

Contract and prior to starting work. Except in instances where immediate medical attention is required, if any employee, agent and/or representative of Contractor becomes injured while on District property, Contractor agrees that said employee, agent or representative must contact the Contractor for instruction with regard to Workers Compensation procedures and that Contractor will not look to the District for any costs associated with Workers Compensation claims.

I.10. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the contract commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by the contractor, his agents representatives, employees or subcontractors. Prior to commencing work under this contract, the Contractor shall provide the Newark Board of Education with a Certificate of Insurance. The Certificate of Insurance is to be signed by a person authorized by the insurer to bind coverage on its behalf.

Prior to the start of work, the Contractor (and if applicable the sub-contractor) must submit a Certificate of Insurance as evidence that the following insurance coverage's are in place for the duration of the contract. The Contractor will secure the required insurance at their expense. The Certificate of Insurance must contain the following information: Name of Insurance Company, insurance policy number, policy period, limits of liability, deductibles if any.

The Newark Board of Education is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey.
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit.

Upon request of the Newark Board of Education additional forms of insurance and coverage may be required.

I.11. Termination of the Contract - at any time after the execution of the Contract between the District and the Contractor, the District may terminate the service provided by Contractor without penalty. The Contractor shall be notified by the District in writing via certified or registered mail, return receipt requested, of any partial or complete termination of the Contract. Accordingly, the Contractor's services shall be halted ten (10) days after actual receipt of notice and the Contract will be terminated in accordance with the District's notice. In such event, all documents prepared by the Contractor under the Contract, finished or unfinished, shall become the property of the District, and the Contractor shall be entitled to be paid for the work done up until the date of termination.

I.12. Non-assignment - The Contract and the rights and duties hereunder shall not be assignable by the parties except upon written consent of the NBOE.

I.13. Promotional Literature - The Contractor agrees that the term "Newark Board of Education" or any derivation thereof shall not be utilized in any promotional literature, advertisement or client lists (excluding proposals) without the express prior written consent of the District.

I.14. Captions and Paragraph Headings - Titles and headings shall be for convenience only. Any conflict between the titles/headings and the text shall be resolved in favor of the text.

I.15. Notices - Any notice or other communication, including a change of address or change of contact, shall be in writing and mailed to the contact's address via certified or registered mail, return receipt requested, and to the attention of the parties, set forth below:

If to the Contractor: As specified on your Proposal Submission Form

If to the District:

Director of Support Services
Newark Board of Education
765 Broad Street
Newark, New Jersey 07102

I.16. Pursuant to N.J.S.A. 52:32-44, The Newark Board of Education ("Contracting Agency") 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 New Jersey Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> .

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency

a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

If the Contractor is an Internal Revenue Service (IRS) registered 501 (c) non-profit organization and/or governmental agency, the contractor will be exempt from this requirement and therefore does not need to submit a Business Registration Certificate.

I.17. Contractor's Assets - The Contractor must be prepared to prove to the satisfaction of the District that it has net liquid assets available for the proposed contract in an amount equal to fifteen percent (15%) of the aggregate of its bid. The District does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing prepayment of taxes and other expenses, equipment, deposits held as security for other contracts, the capital of proposed subcontractors and similar items, as liquid assets available for this work. The Contractor is expected to be financed adequately so as to promptly pay all labor and materials as such obligation become due, to avoid the necessity for assignment of any monies payable to the Contractor hereunder.

I.18. New Jersey Law - The Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

I.19. The Contractor shall provide proof to the District that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Contractor.

If it is discovered during the course of the Contract that an employee is working at a contract school location with either a disqualifying criminal history record information or no criminal history background check, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the District or discovery by the Contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall be provided to the District by the Contractor prior to assignment and commencement of work of each employee.

I19.1 Code of Conduct on District Property- All contractor employees must have identification prominently displayed at all times. Upon each visit, employee must report to register with security upon entering location(s). Employee must also sign out upon leaving the location(s). Contractor agrees that all employees, agents or representatives assigned to a project school location will adhere to and comply with the District's Code of Conduct including the rules of professional and ethical conduct as set forth in the District's written policies, procedures and standards of care and protocols of the District. The District reserves the right to require Contractor to withdraw any employee, agent or representative from the school location in circumstances where:

- a. The employee, agent or representative's behavior is unacceptable to the District; and/or
- b. The employee, agent or representative's conduct violates District policy; and/or
- c. The employee, agent or representative's conduct is disruptive to the District's operations or the learning environment.

The Contractor agrees that the District reserves the right to exclude any Contractor employee, agent or representative from its premises whose performance, conduct or state of health poses a threat or disruption to District staff or students. In the event of such action, Contractor agrees to provide full cooperation in removing the individual and replacing the individual with another acceptable employee if necessary.

I.20. Compliance with Other Laws - The Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

I.21. Indemnification - In addition to any liability or obligation to the District that may exist under any other provision of this Contract or by statute or otherwise, the Contractor shall be liable to and hereby agrees to indemnify, save and hold harmless the District from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the District may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by the Contractor or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this Contract and the work performed under this Contract including:

- a. Any negligence or willful misconduct of the Contractor, its agents, servants, employees, officers, partners, consultants or subcontractors or
- b. Any infringement of any claims copyright or patent right of reports, designs, plans, drawings or specifications furnished by the Contractor or subcontractors.
- c. This indemnification or obligation is not limited by, but is in addition to the insurance obligations contained in this contract, including but not limited to section I.9 and I.10.

I.22. Disputes - In the event of a dispute arising under the Contract, the Contractor, within thirty (30) days after such dispute shall have arisen, shall notify the District in writing of its contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises before performance of the related services, the written notice shall be submitted prior to commencing such services. In any event, the Contractor shall proceed with its duties under the Contract in compliance

with the instructions of the District, but such compliance shall not be deemed to be a waiver of the Contractor's right to pursue its claim, provided it has notified the District in writing as provided above.

I.23. Force Majeure - Neither party shall be responsible for any failure or delay in the performance of any obligation caused by acts of God, flood, fire, war or the public enemy, explosions, governmental regulations whether or not valid, court order or other unavoidable causes beyond their reasonable control. In the occurrence of such unforeseeable event(s), the contractor is obligated to provide written notification to the Director of its inability to render work, services and/or performance to the District as soon as possible.

I.24. Interest by Members of Local District and Local Governing body - No member, officer or employee of the District during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in the Contract or its proceeds in accordance with the Public School Ethics Act and other applicable law.

I.25. Severability - If any provision of the Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and effect.

I.26. No Waiver - No waiver or breach of any provision of the Contract shall constitute a waiver of any other provision.

I.27. Cumulative Remedies - The remedies provided for in the Contract shall be cumulative and shall not preclude the assertion by any party of any other rights such party may have under applicable law or otherwise.

I.28. Cost Liability – Contractor agrees that the Newark Board of Education assumes no responsibility and has no liability for any costs incurred by bidders prior to issuance of a purchase order. Contractor also agrees that the Newark Board of Education is not responsible for services performed without an authorized purchase order and that only the issuance of a duly issued purchase order from the Newark Board of Education authorizes the performance of services. Further, the Newark Board of Education is under no obligation to pay for any services that exceed the amount of funds authorized on its purchase order, or the total amount specified in the Contract, without written approval from the District's Director of Support Services and/or the School Business Administrator. It is expressly understood by Contractor that any services performed without a duly issued purchase order authorized by the Newark Board of Education will be considered gratis and the services will be considered to have been performed free of charge for the District.

I.29. Price Alteration - Bid prices must be typed into the electronic bidding platform or typed in the Cost Proposal Form provided or the bid will be subject to the automatic rejection provisions of the Administrative Code. Any price change (including "whiteouts") must be initialed-or that item will be disqualified. This policy is meant to protect both the District and the bidder.

I.30. DEFINITIONS

1. All-inclusive Hourly Rate - All direct and indirect costs shall include but not be limited to: overhead; fee or profit; clerical support; travel expenses; safety equipment; materials; supplies; managerial support and all documents; forms; and reproductions thereof. Hourly rates shall also include portal-to-portal expenses. Time spent in traveling to and from the work site and/or

employee's normal workstation should not be included in the hourly rate.

2. Bidder - A person partnership, firm, corporation or joint venture submitting a bid response proposal for the purpose of obtaining a District contract.
3. Contractor - The bidder awarded a District contract to perform the tasks required by this request for proposal (RFP).
4. Formal Date of Award - Effective date of Contract.
5. May - indicates something that is not mandatory, but is permissible.
6. Must - Indicates a mandatory requirement. Failure to meet mandatory requirements may result in the rejection of a proposal as non-responsive.
7. Should - Indicates something that is recommended, but not mandatory. If the bidder fails to provide recommended information, the District may, at its sole option, ask the bidder to provide the information or evaluate the proposal without the information.

I.31. Award of Contract - It is the preference of the District to award this project to one (1) or more firm(s). However, the District reserves the option to delete certain portions of the work effort and award them to (a) firms(s) which demonstrate(s) unique expertise in these areas. In the absence of an executed Contract, the award and resolution shall act as the written Contract until an actual Contract is duly executed by all authorized parties.

I.32. Commencement of Work - The Contractor(s) shall commence work upon notice to proceed and receipt of the purchase order in accordance with the terms of the Contract.

I.33. Prime Contractor Responsibilities

I.33.1. The District will consider the Prime Contractor to be the sole point of contact with regard to contractual matters and the Prime Contractor will be required to assume sole responsibility for the complete effort stipulated in the RFP. Payment will be made only to the Prime Contractor.

I.33.2. The Prime Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP. The Prime Contractor will assume sole responsibility for any payments due the subcontractor(s) under this Contract.

I.34. Ownership of Material - The District, or its representative, shall have access to the Contractor's work papers at reasonable times during the contract period. The availability of work papers and documentation should be made reasonably available at the District's request. Ownership of all data, material, and documentation (excluding work papers) originated and prepared for the District pursuant to this RFP shall belong exclusively to the District.

I.35. Restrictions against Disclosure - The Contractor agrees to keep all information about the District's deliberations and its financial records, and contracts, in strict confidence.

I.36. Responsibility of the Contractor - The Contractor is responsible for the professional quality,

technical accuracy and timely completion and delivery of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of this Contract. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurance under this Contract or state law and in no way will diminish any other rights that the District may have against the Contractor for faulty materials, equipment or work.

I.37. Subcontracting - The firm(s) selected will not be permitted to subcontract any work required as part of this engagement, unless prior written authorization is obtained from the District. The Contractor submits that all subcontracting firms selected are free of conflicts under the education laws of New Jersey. If any conflict exists which would disqualify a subcontractor, the Contractor agrees to save and hold the District harmless in any action stemming from such conflict in accordance with the terms specified in paragraph I.21, above.

I.38. Delivery and Damages - If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details immediately known to the Purchasing Division, 765 Broad Street, Newark, NJ and the Project Manager. If the Contractor cannot meet the delivery date(s) as specified in his/her proposal, he/she shall be liable to the District to the sum of \$500.00 per normal workday that such delivery is late. Ten percent (10%) of the Contract cost is the maximum amount of liability. These said sums should be treated as liquidated damages and not a penalty.

I.39. Effort Required Beyond the Scope of this Request For Proposal - The Contractor should be prepared to support hearings, meetings, and other activities which may result from this work performed under the Contract resulting from this procurement.

I.40. Special Projects/Additional Work - At the request of the District, the Contractor(s) may be authorized by the Director of Support Services or School Business Administrator to perform additional related activities beyond the scope of the RFP. Any such authorization shall be given in writing and is to be in accordance with the hourly rates of various skill levels supplied by the firm in its response proposal. If hourly rates weren't included in the Cost Proposal Form at the time of contract award, the Contractor shall provide an itemized contract addendum for the District's review and acceptance.

I40.1 Technology Modifications - The District reserves the right at any time during the contract term to modify the contract via formal amendment to include additional technology equipment not specifically identified within the original proposal when such equipment becomes necessary or desirable to meet the District's educational and or operational needs. In the event the originally proposed technology becomes discontinued or deemed obsolete by the manufacturer or the District, the awarded contractor shall provide a comparable or superior replacement at the same cost, lower cost, or at the lowest available market price.

Modifications include, but are not limited to, successor models, enhanced configurations, or alternative equipment that has the same function as the originally awarded item. All modifications require written approval from the District's Director of Support Services or School Business Administrator.

I.41. Project Management General - All contractor activities to be performed under all parts of the Contract will be accomplished in consultation with, under the direction of and with the approval of the District's Project Manager. The District's Project Manager will be responsible for the approval of all deliverables for each element of the tasks and or sub-tasks in the scope of work.

I.42. Substitution of Personnel or Subcontractor

I.42.1 If, during the term of the Contract, the Contractor or Subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be an approved equal or better than the original proposed personnel. The Contractor or Subcontractor will provide detailed resume qualifications and justification, which will be forwarded to the District Project Manager for written approval prior to any personnel substitution. It is acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid response proposal. The District reserves the right at its sole discretion to disapprove personnel substitutions that it may deem unsatisfactory.

I.42.2. No Contractor, project or management personnel shall be permanently assigned until they have been interviewed and approved by the District's Project Manager. Personnel assigned temporarily during the start-up period must be identified and their function(s) defined.

I.42.3. In the event that any management personnel are found to be unacceptable by the District's Project Manager, or are replaced or transferred by the Contractor for any reason, the individual(s) assigned as replacement(s) shall equal or exceed in qualifications and experience the individual(s) proposed by the Contractor in their original bid response proposal.

I.42.4. In the event that the Prime Contractor desires to substitute a subcontractor, the Prime Contractor will identify the organization, officers and the contractual agreement to be made which will be forwarded to the District's Project Manager and the Director of Support Services for approval prior to the commencement of any work by the recommended substitute subcontractor.

I.43. District's Option to Reduce Scope of Work

I.43.1. The District shall have the option at its sole discretion, to consider the project, or any task or sub-task thereof, completed before all of said task or tasks have been performed, whenever, in the judgment of the District based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event, the District may reduce the scope of work for any task, tasks or portions thereof by written notice to the Contractor.

I.43.2. Upon receipt of such notification, the Contractor will submit to the District within five (5) working days an itemization of the work effort already completed by task, or subtask. In addition the Contractor must submit an itemization of the further work effort which will be required to complete the affected tasks or subtask in accordance with said notification. Upon approval of the proposed work effort by the District, the Contractor shall complete the project in accordance with said approval. The Contractor shall be compensated in accordance with the applicable portions of the Cost Proposal.

I.44. **Suspension of Work** - The Project Manager may at any time for valid reason direct the Contractor to suspend work under this approved Contract for a specific period of time. Such order shall be given by at least ten (10) days' notice in writing and shall specify the period during which work shall be stopped. The Contractor shall be paid up until the stop order but subsequent payments shall be held in abeyance until final project decision. Any permanent Contract termination shall be in accordance with paragraph I.11, above.

The Contractor, unless terminated, shall resume work upon the date specified in the stop work order, or upon such other date specified in the stop work order, or upon such other date as the Project Manager may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the Contractor's approved schedule of performance. Stoppage of work under this section shall not, however, be construed as extending the term of the Contract unless authorized by the Director of Support Services or School Business Administrator, and shall not give rise to any claim against the District. It must be understood that all pricing proposed by the Contractor in response to this RFP must remain firm and constant during the entire Contract, and any extensions, notwithstanding the level of effort dictated by the Using Agency or the level of available funding.

I.45. **Proposal Preparation and Submission Instructions - General Instructions** - The bid response proposal is the District's primary vehicle for obtaining essential information on which Contract award decisions are based.

Bidders are cautioned that their failure to submit the information as required may result in a determination that the bidder's proposal is non-responsive to RFP requirements. A qualifying statement by the bidder which affects change(s) to this RFP's Certifications, Representations and Special Conditions or other RFP requirements may be regarded as non-responsive. Consequently, the bidder's eligibility for Contract award may be jeopardized. Therefore, bidders are encouraged not to take exception to the District's Certifications, Representations and Special Conditions.

All instructions contained in the RFP should be met in order to qualify for consideration for award. Proposals, which do not meet or comply with all instructions, may be considered non-responsive.

The information required to be submitted in response to this request for proposal has been determined by the Using Agency and the Purchasing Department to be essential for use by the District in the bid evaluation and contract award process. The Director will use this information as a basis for his/her determination on contract award(s).

I.46. **Proposal Delivery and Identification** – Proposals shall be submitted electronically via the bidding platform. If the RFP requires physical proposal delivery in addition to the electronic submission it is the responsibility of the bidder to clearly and properly identify and label his/her bid response proposal to aid the proper handling of the bid proposal. The exterior of the bid submission package should be clearly labeled with the solicitation number, correct final bid opening date and solicitation name/description. Anticipate potential delivery delays by allowing adequate time for hand, postal, courier or other delivery services.

I.47. **Proposal Format and Content** - The proposal should be submitted in one volume as specified within the request for proposal. If proposal guidance is not specified in the request for proposal, proposers shall provide one volume divided into three (3) easily identified sections as follows:

I.48. Technical Proposal - Section 1 - This section shall describe the bidder's approach and plans for accomplishing the work outlined in the Scope of Work section. Those plans and approaches should be described in sufficient detail to permit the District to evaluate them fairly with a minimum of possible misinterpretation. Furthermore, the bidder should demonstrate and describe the effort, skills and understanding of the project necessary to satisfactorily provide the services. This section of the proposal shall contain at least the following information:

I.48.1. Management Overview - This section of the bidder's bid response proposal will set forth the bidder's overall technical approach and plans to meet the requirements of the RFP in narrative format. The contents of this narrative should be designed to convince the District that the bidder understands the objective that the Contract is intended to meet, the nature of the work and level of effort necessary to successfully provide the services and that the bidder's general approach and plans to provide the services are appropriate to the task(s) involved.

I.48.2 Detailed Plans and Approach - This section of the bidder's response proposal will set forth in detail the bidder's plans and approach for providing all services required by the Scope of Work. The bidder's response should clearly cross reference RFP section/task numbers as well as page numbers.

The contents of the bidder's response to this section should be designed to convince the District that the bidder's detailed plans and approach proposed to provide the required scope of work are realistic, attainable, appropriate and that the proposed plans will lead to successful provision of services.

Mere reiterations of RFP tasks are strongly discouraged, as they do not provide insight into the bidder's understanding of the ability to provide these services.

I.48.3. Project Management - The bidder will describe the firm's general approach to managing the project. This section will include the bidder's specific plans to manage, control and supervise the project in order to insure satisfactory provision of services in accordance with the requirements. The plan will also include bidder's approach to liaison with the District's project manager including project coordination, status meetings, status reports and the like.

I.48.4. Project Scheduling and Control - The bidder will propose a project schedule appropriate to the complexity of the project. The project schedule will be designed to meet the requirements of the District for project completion. If key dates for the project are included in the RFP, the bidder's schedule will reflect these dates.

The project schedule will identify the scheduled completion date for each task and sub-task required by the scope of work along with the deliverable item(s) to be submitted as evidence of completion of the tasks and sub-tasks.

The bidder will identify the project scheduling and control methodology(ies) to be used and will provide the rationale for choosing the methodology(ies).

I.48.5. Sampling Methodology - Proposals submitted in response to this RFP shall stipulate the sampling methodologies proposed to be used to complete the assessments specified in the Scope of Work.

I. 48.6. Potential Problems - This Section of the bidder's proposal will set forth a summary of problems that the bidder anticipates during the course of providing these services. For each problem identified, the bidder will provide the bidders proposed solution to that problem.

I.48.7. Information on Subcontractors (if applicable) - The bidder will comply with the requirements of the RFP Section concerning subcontracting. In addition, the bidder will supply the following detailed information concerning any subcontractors to be used in providing the required services:

- A. Name and address of subcontractor(s);
- B. Detailed description of services to be provided by the subcontractor;
- C. Detailed resumes for subcontractor personnel assigned to the project that demonstrate the individual(s) knowledge, ability and experience as it relates to the services to be provided; and,
- D. Documented experience of the subcontractor in successfully providing the services they will also supply under this Contract.

I.49. Organizational Support and Experience - Section 2 - This section shall contain all pertinent information relating to the bidder's organization, personnel, and experience, including, but not limited to, references, with contact name and telephone number, that will serve to substantiate the bidder's qualifications and capabilities to perform the services required by the RFP.

It is highly desirable that the successful bidding firm has documented experience in successfully completing similar engagements. Strong preference will be given during the evaluation of proposals to firm(s) that demonstrate such experience, and that propose individuals to be assigned to this project, that show similar documented experiences required by this RFP. It is recommended that the bidder specifically structure the references of the firm and the résumés of individuals assigned to highlight this type of experience.

This section shall contain the following information:

I.49.1. Location - Location of the bidder's office that will be responsible for managing this Contract (including telephone number and contact individual).

I.49.2. Organization Chart {Contract Specific} - Provide an organization chart, along with a written description of firm's proposed project team organization, reporting relationships, each member's role and responsibilities, proposed key staff assigned to the project, and the extent of past working relationships between team members, if any.

I.49.3. Organization Chart {Entire Firm} - An organization chart showing the bidding firm's entire organizational structure. This chart will show the relationship of the individuals assigned to this Contract to the bidder's overall organizational structure.

I.49.4. Contract Personnel - The bidder shall provide a comprehensive list of all personnel to be assigned to the Contract. This list will identify the labor category of each individual

assigned and provide a summary of each individual's function and role in providing services. The bidder may also list back up staff that may be called upon to assist or replace primary individuals assigned. Back up staff must be clearly identified as back up. List similar projects completed by each individual. For each project, include all information indicated above. Describe in detail the responsibility of each individual.

I.49.5. Résumés - A résumé must be submitted for each individual assigned to the Contract as identified on the project organization chart and the comprehensive list of personnel required above. Résumés should be constructed to emphasize relevant qualifications and experience of the individuals assigned in successfully providing services of a similar nature to those required by this RFP.

I.49.6. Person-Hour/Labor Category Mix Proposed - The bidder shall submit a comprehensive chart showing the person-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks and sub-tasks required by the RFP. The bidder will set forth, for each task and sub-task, the total number of person-hours, broken down by labor category, proposed to complete the project.

I.49.7. Experience of Bidding Firm on Projects of Similar Size and Scope - The bidder shall provide a comprehensive listing of projects of a similar size and scope that have been successfully completed by the bidding firm as documentation of the firm's ability to successfully undertake and complete the services required by this RFP. Emphasis should be placed on projects that are very similar in size and scope to those required by this RFP. A description of the project should be included and should show how the project relates to the ability of the firm to complete the services required by this RFP. Include the name and address of the reference together with a person to contact for a reference check and telephone number. Dates should be given for each engagement.

I.49.8. Financial Capability of the Bidder - The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the project. A financial statement for the most recent fiscal year or bank references is acceptable.

I.50. Cost Proposal - Section 3

I.50.1. Price Sheet - Bidders shall submit their prices on a separate sheet(s). Failure to submit all information requested may result in your bid being considered non-responsive. All bids, pricing and proposed costs submitted shall include all direct and indirect costs as well as any fringe benefits costs, taxes, permits, royalties, license fees and administrative fees and shall include but not be limited to: fee or profit, travel expenses, materials, supplies or any other cost or expense associated with the work to be performed. All prices shall be the total prices to be paid by the District. Bidder/Contractor shall obtain and pay for all permits, licenses and inspections required, in connection with the performance of the Contract, by law, ordinances, rules or regulations of any public body, agency or authority, having jurisdiction over any matter pertaining to the performance of the Contract.

It is expressly understood that the Newark Board of Education is a tax exempt entity of the State of New Jersey. It is the responsibility of Bidders/Contractors to be informed as to the provisions of law relating to tax exemptions applicable to sales to the Newark Board of Education, regardless of whether the tax, if payable, would be chargeable to the seller or

purchaser. It shall be the obligation of the Contractor to do all things necessary to effectuate such exemptions and to obtain from the appropriate governmental agencies and officers such tax waivers as are required to effectuate available exemptions. Such certificates, as may be required by law or by the rules and regulations of governmental agencies and officers to identify the District as the purchaser of specific articles in connection with application by the Contractor for tax exemptions or tax waivers on articles sold to the Newark Board of Education, may be obtained by the Contractor at the office of the Director.

It is the responsibility of the bidder/Contractor to be informed as to the provisions of law relating to the costs associated with the work to be performed during the entire duration of the contract. Should any law and/or regulation relating to the costs associated with the work to be performed under this Contract change during the term of the Contract, Contractor agrees to be responsible for any additional costs associated with said change.

I.50.2 All proposals will be firm offers and may not be withdrawn for a period of at least 90 calendar days following the last day for acceptance. Each proposal must be signed on behalf of the offeror by an officer authorized to bind the organization.

I.50.3. Additional Work Hourly Rates - Bidders shall also provide a comprehensive listing of any and all labor categories that may be used to perform work which is additional to the services required for this project, as may be required. These rates are to be submitted as an appendix. All-inclusive hourly rates are to be submitted for any and all labor categories that the bidder anticipates may be required to perform all services required by this RFP. Failure to include a labor category along with an all-inclusive hourly rate may exclude that category from eligibility to perform additional work.

IMPORTANT NOTE: All "hourly rates" listed are to be all-inclusive (i.e., they are to include all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, material, supplies, managerial support and all documents, forms, and reproductions thereof).

Where an estimated quantity/value is specified in the Cost Proposal, and unless otherwise specified, the District shall have the right to purchase a total quantity/value which is more or less than the estimated quantity/ value but not more than twenty percent (20%) of the estimated Contract quantity/value or greater if mutually agreed upon. Unless otherwise specified, the District may place orders at such times during the term of the Contract and in such quantities/value as determined by the District.

I51. Data Confidentiality - All financial, statistical, personnel and/or technical data supplied by the NBOE to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from NBOE contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The following are also to be considered a breach of confidentiality:

- News Releases: The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of NBOE.
- Advertising: The Contractor shall not use the name, logos, images, or any data and/or results arising from this contract as part of any commercial advertising without first obtaining the prior written consent of NBOE.

I52. Neither the issuance of any respective certificate of approval nor acceptance by the District and/or the making of any payment applicable to any article, work or services furnished by the Contract shall constitute a waiver of the District's rights under the Contract or shall any such certificate of acceptance or payment relieve the Contractor from any of the obligations with respect to such articles, work or services.

I53. Invoicing - Contractor is required to submit all invoices to the District's Accounts Payable Department in order for payment to be processed. Contractor acknowledges that invoices submitted to any other department will be rejected and that the time to process payment will not begin to run until Contractor delivers a "Properly Executed Invoice" to the Accounts Payable Department. A Properly Executed Invoice must include all of the following information in order to be considered complete for purposes of processing payment: vendor name and address, invoice number, invoice date, valid purchase order number, description of goods and/or services, accurate delivery date and/or dates of service, and delivery location of goods and/or services. Contractor acknowledges and understands that any incomplete invoices submitted for payment will be rejected by the District and that no payment will be due until a Properly Executed Invoice is received by the District. After Contractor submits a Properly Executed Invoice, Contractor agrees to provide the District with an additional thirty (30) day extension beyond the time required under the law, without penalty, in order to process payment. Contractor agrees that any claims for late fees or interest due to late payment must be made within one (1) calendar year from the date that the goods/services were received by or rendered to the District and that any claims for such fees or monies made after this time period will be void.

I54. Americans With Disabilities Act of 1990 Equal Opportunity for Individuals with Disability

The contractor and the Newark 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.

I55. Anti-Bullying

Pursuant to N.J.S.A. 18A:37-16, A contracted service provider, student or volunteer who has witnessed, or has reliable information that a student has been subject to, harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.

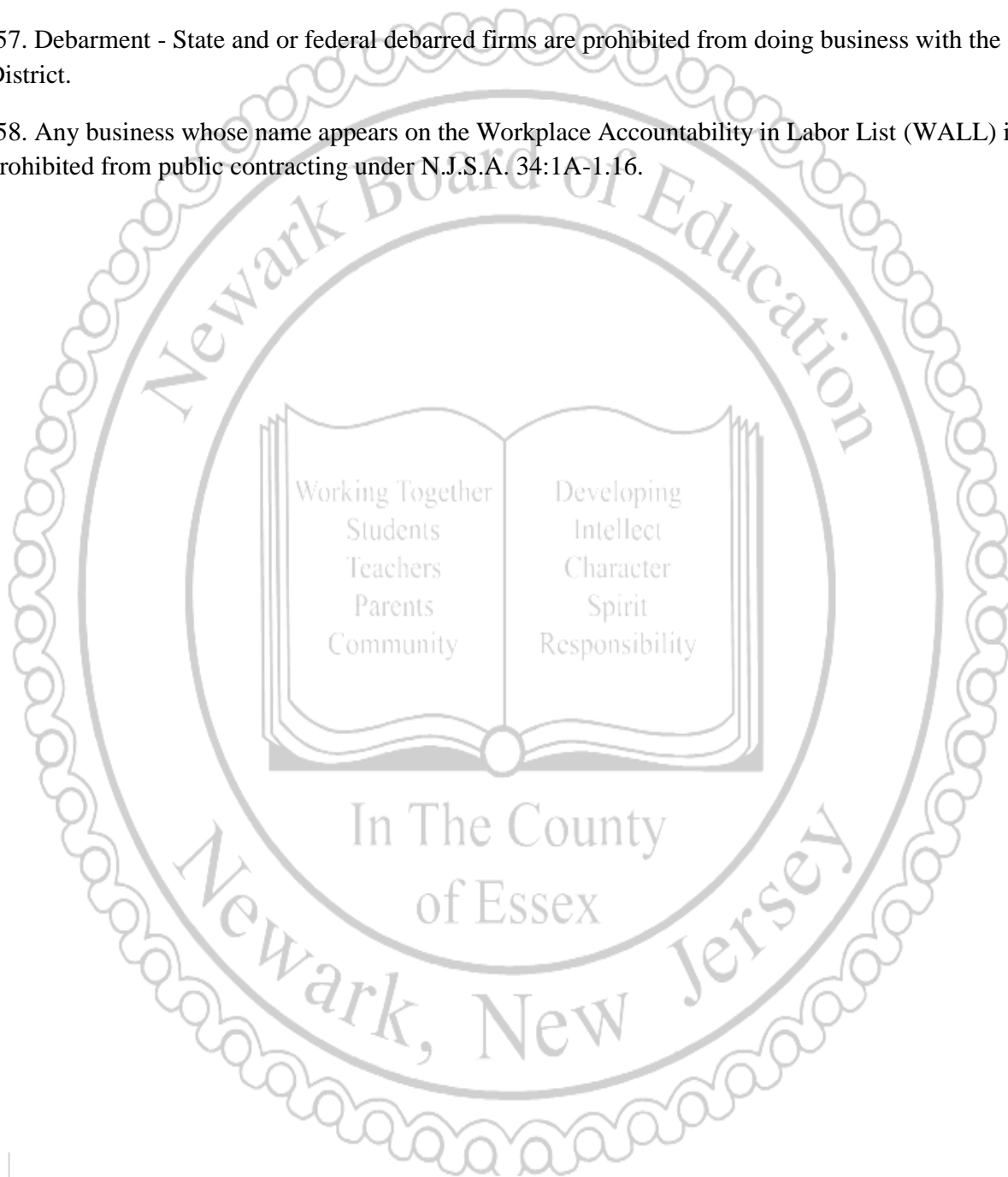
I56. N.J.S.A. 10:2-1 New Jersey Anti-Discrimination

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the

United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

I57. Debarment - State and or federal debarred firms are prohibited from doing business with the District.

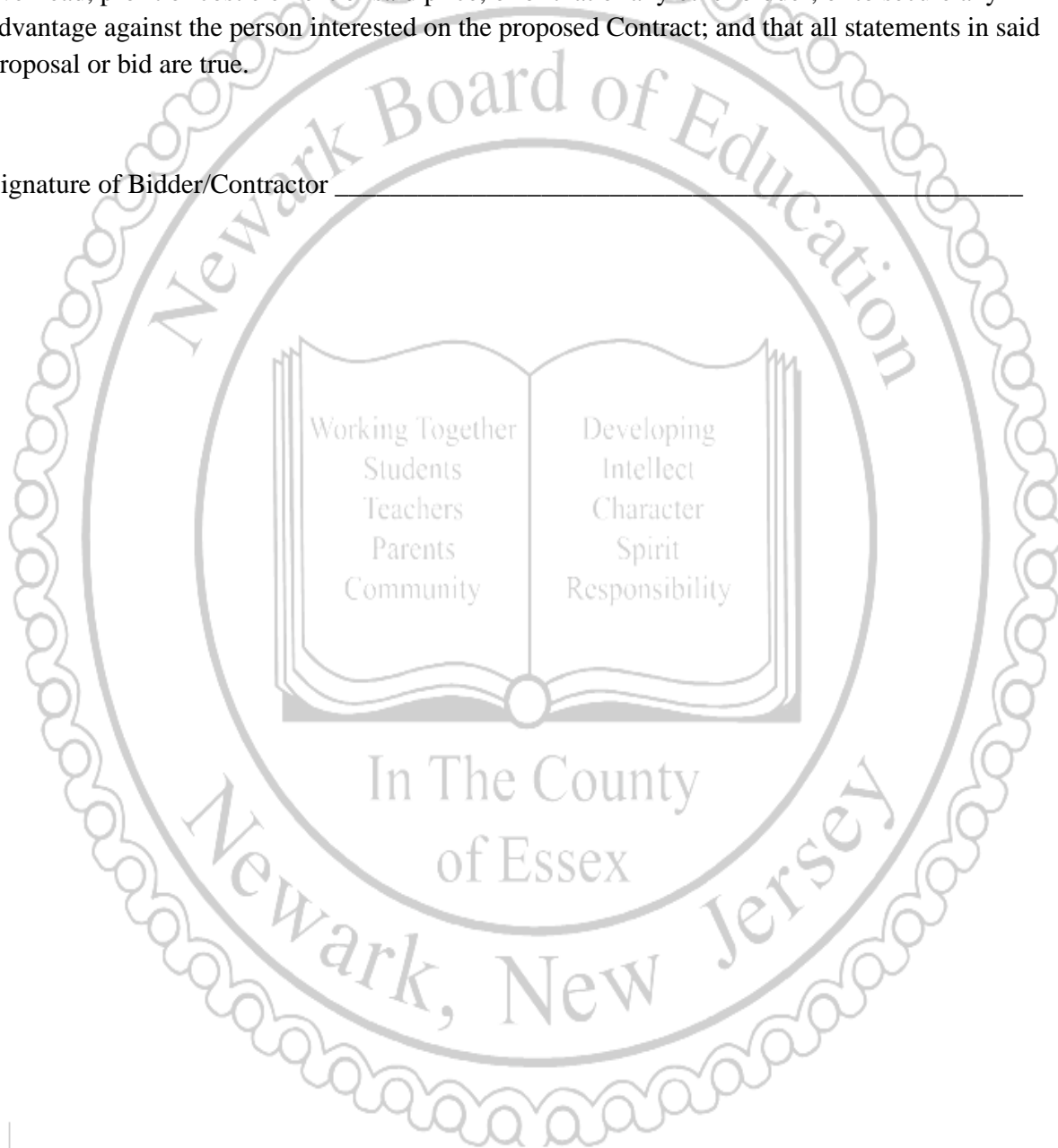
I58. Any business whose name appears on the Workplace Accountability in Labor List (WALL) is prohibited from public contracting under N.J.S.A. 34:1A-1.16.



I58. Non-Collusion Affidavit:

By signing and submitting this bid the contractor certifies that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices or affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the person interested on the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder/Contractor _____



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

In accordance with the Code of Federal Regulations Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, all bidders shall comply with the applicable provisions as follows:

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker

is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(REVISED 4/10)

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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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