

MONTCLAIR BOARD OF EDUCATION
MONTCLAIR, NEW JERSEY 07042



REQUEST FOR PROPOSAL
(RFP)

LEGAL SERVICES - BOARD ATTORNEY

RFP 13-24

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary

Submission Date:

Wednesday, September 27, 2023
11:00 a.m.

ETHICS IN PURCHASING

Statement to Vendors

SCHOOL DISTRICT RESPONSIBILITY

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

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

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary

MONTCLAIR BOARD OF EDUCATION

ADVISORY INFORMATION FOR RESPONDENTS

PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Wednesday, September 27, 2023, at 11:00 a.m.** No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 a.m. – 4:00 p.m. according to the school calendar. Access to the Business Office may be delayed because of security clearance. Respondents may also submit proposals to the School Business Administrator/Board Secretary or her designee at the proposal opening meeting held in the **Montclair Board of Education, Conference Room, 2nd Floor at 22 Valley Road, Montclair, NJ 07042** prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space. Be prepared to park two or three blocks from the Board Offices.

Heavy traffic hours by the Board Offices on school days are from 7:30 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m. Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

MAIL

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

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 10:00 a.m. on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office.

HAND DELIVER PROPOSALS – SUGGESTED PRACTICE

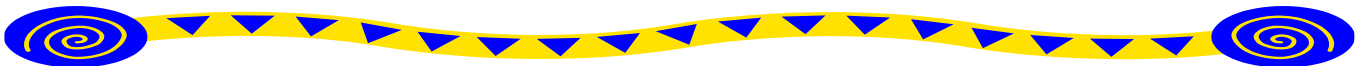
Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary before the advertised date and time. **Please understand that proposals arriving after the advertised date and time for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

MONTCLAIR BOARD OF EDUCATION



REQUEST FOR PROPOSAL

**GENERAL
SPECIFICATIONS**



Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary

MONTCLAIR BOARD OF EDUCATION

Request for Proposal (RFP)

LEGAL SERVICES - BOARD ATTORNEY

Instructions for Respondents

1. PROPOSALS ARE

TO BE SUBMITTED TO:

Christina Hunt, QPA, CEFM

School Business Administrator/Board Secretary

Montclair Board of Education

22 Valley Road

Montclair, New Jersey 07042

BY: **11:00 a.m.** PREVAILING TIME

ON: **Wednesday, September 27, 2023**

Proposals are to be submitted in a sealed envelope and may be submitted by mail, delivery service or in person.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Legal Services - Board Attorney** on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package.

Envelope Label Information

All respondents are to clearly label the cover of the sealed envelope as follows:

Title:	Legal Services - Board Attorney
RFP Number	RFP 13-24
Name and Address Respondent	
RFP Due Date:	Wednesday, September 27, 2023
RFP Deadline Time:	11:00 a.m.

Failure to properly label the proposal envelope may lead to the rejection of the proposal!

The Board of Education does not accept electronic (e-mail) submission of bids or proposals at this time.

2. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

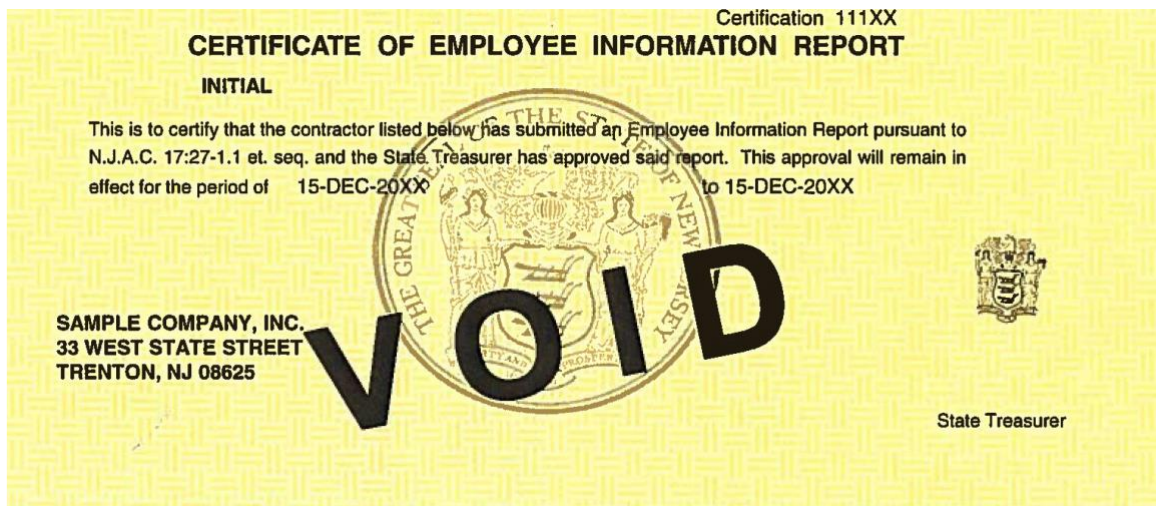
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

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

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

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

Sample Certificate of Employee Information Report



All respondents are **requested** to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of contract will result in the rejection of the bid/proposal.

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

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

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

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

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

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

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

5. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

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

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

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

Request of the Board of Education

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

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

Subcontractors

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

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

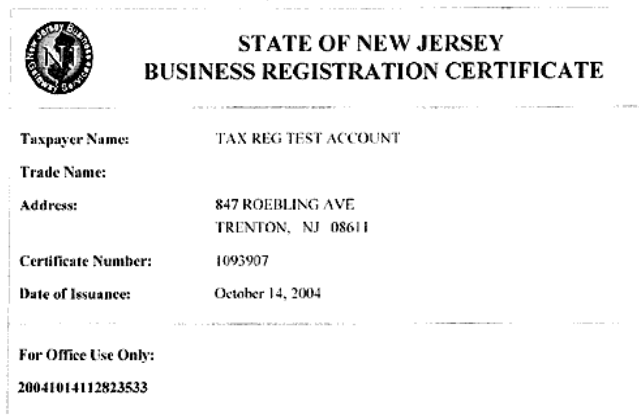
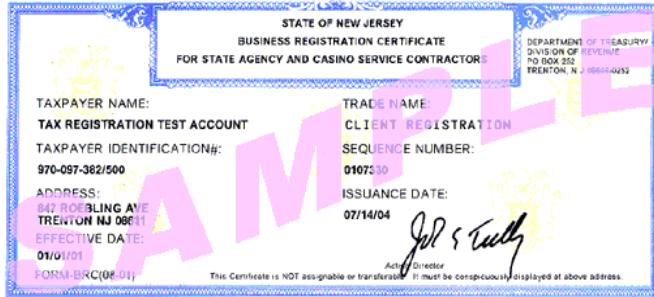
During the course of contract performance:

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

Before final payment is made under the contract, the contractor shall submit to the board, a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

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



7. CERTIFICATE (CONSENT) OF SURETY NOT REQUIRED

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

Failure to complete, submit or to sign the Certificate (consent) of Surety, when requested, shall be cause for disqualification and rejection of proposal.

8. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.5, shall implement and comply with Public Law provisions of P.L.2022, c.3 (C.52:32-60.1 et al.).

N.J.S.A. 18A:18A-49.5 Board of education, compliance; report of false certification.

- a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2022, c.3 (C.52:32-60.1 et al.), except that the board shall rely on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1).
- b. If the board determines that a person or entity has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the board shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).
- c. The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

The Board has provided within the specifications, a CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3 form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

The CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3 Form is to be completed, certified and submitted prior to the award of contract.

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

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

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

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

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

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

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

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the

date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Board of Education Requirement

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

10. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract, shall submit to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee whose position involves regular **contact with students**, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., as it pertains to disclosure of information from previous employers, and **NJDOE Broadcast September 9, 2019**, when applicable.

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

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

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

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

12. DOCUMENTS, MISSING/ILLEGIBLE

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

13. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

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

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance;
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure

14. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree. Respondent should be aware of the following statutes that represent “Truth in Contracting” laws:

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

16. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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

Financial Guarantee **NOT REQUIRED**

Each proposal, when required, shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Montclair Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit or failure to sign the financial guarantee, when required, shall be cause for disqualification and rejection of proposal.

17. FORCE MAJEURE

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

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

18. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**
No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.
- **Award of Contract**
It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will

provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

- **Return of Contract Documents—when required**

Upon notification of award of contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement.

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

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

- **Term of Contract**

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

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

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

19. INSURANCE AND INDEMNIFICATION **NOT REQUIRED**

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

Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

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

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

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

(A) Insurance Certificate – When Required

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

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

The certificate holder shall be as follows:

Montclair Board of Education
c/o School Business Administrator/Board Secretary
22 Valley Road
Montclair, New Jersey 07042

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“Montclair Board of Education is named as an additional insured”

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

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

(B) Indemnification

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

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

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

INSURANCE; PROFESSIONAL LIABILITY – REQUIRED

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

- Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

- Medical Malpractice--\$1,000,000

The successful respondent shall provide to the board of education an insurance certificate with the name as to the certificate holder shall be as follows:

Montclair Board of Education
c/o The Business Office
22 Valley Road
Montclair, New Jersey 07042

20. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

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

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

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

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

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of contract.

22. LIABILITY – COPYRIGHT

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

23. NON COLLUSION AFFIDAVIT

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

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

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

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

24. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

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

All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

25. PERFORMANCE BOND **NOT REQUIRED**

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

26. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

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

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

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

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

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and may be disclosed to the public under the Open Public Records Act.

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

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

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

- Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

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

- Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

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

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

27. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

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

28. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b).**

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

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

30. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

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

31. RIGHT TO KNOW LAW

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

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

32. STATEMENT OF OWNERSHIP

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

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

33. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

34. TAXES

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

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

35. TERMINATION OF CONTRACT

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

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

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

36. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

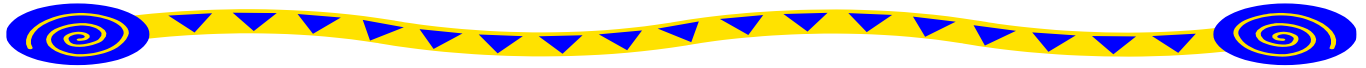
The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator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

After The Proposal Opening

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

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

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



Request for Proposal RFP

PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

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



Christina Hunt, QPA, CEFM
School Business Administrator/Board Secretary

MONTCLAIR BOARD OF EDUCATION

PROPOSAL CHECKLIST

A. Documents to be Returned with Proposal

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Financial Guarantee (Bid Bond, Cashier’s Check, or Certified Check)—If Required
- Iran Disclosure of Investment Activities Form
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership

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

B. Reminder Checklist

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

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered the questions fully and accurately?		
3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Proposal package for your records?		
6. Did you submit a Proposal Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 8 Item #2)		
8. Have you allowed ample time for the Proposal to reach the Business Office?		

To be completed, signed and returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

RFP 13-24

Proposal Date: **Wednesday, September 27, 2023**

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

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

To be completed, signed and returned with proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

RFP 13-24

Date: Wednesday, September 27, 2023

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

1. Our company has a federal Affirmative Action Plan approval. Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report Yes No

If yes, please attach a copy of the certificate to this questionnaire.

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

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: www.state.nj.us/treasury/contract/compliance/

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

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

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

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed and returned with proposal.

ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and whose position involves **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. Reference NJDOE Broadcast 9/9/19

Pre-Employment Requirements

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

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

Name of Company _____

Name of Authorized Representative _____

Signature _____ **Date** _____

To be completed, signed and returned with proposal.

MONTCLAIR BOARD OF EDUCATION

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

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

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

As used in this section:

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

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

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

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:

County Commissioners
County Executive

County Clerk
Surrogate

Sheriff
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
Montclair City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

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

Fire Districts: None

**MONTCLAIR BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

PROPOSAL TITLE

LEGAL SERVICES - BOARD ATTORNEY

VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is **not** engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

This form is to be completed, certified and submitted prior to the award of contract.

To be completed, signed and returned with proposal.

NON-COLLUSION AFFIDAVIT

Legal Services - Board Attorney

Re: Proposal for the Montclair Board of Education.

STATE OF _____) Date: _____

COUNTY OF _____)

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of
Position in Company

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

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____, _____ - Seal
Month Day Year

To be completed, signed and returned with proposal.

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: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
OR
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business 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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV Certification

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

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

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.

To be completed, signed and returned with proposal.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Legal Services - Board Attorney

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Certifications

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

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

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

President or Authorized Agent

SIGNATURE

EXHIBIT A
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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disability

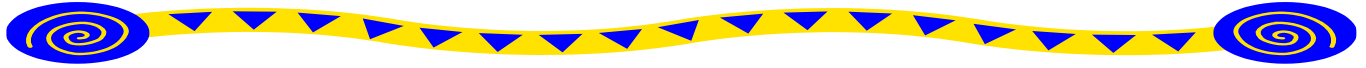
The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

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

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

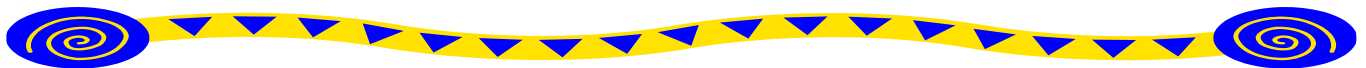
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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



Request for Proposal RFP

TECHNICAL SPECIFICATIONS



Christina Hunt, QPA
School Business Administrator/Board Secretary

**MONTCLAIR BOARD OF EDUCATION
MONTCLAIR, NEW JERSEY 07042**

LEGAL SERVICES - BOARD ATTORNEY

Purpose of Proposal

The Montclair Board of Education is seeking proposals from qualified respondents to provide School Board Attorney/legal services for the Board of Education as specified in this request for proposal

Background of School District

The Montclair School District is located in Montclair, New Jersey. The district has eleven (11) schools which provide high performing services to approximately 6,400 students, grades Pre-K-12.

Vision and Goals

The Montclair Board of Education will cultivate and support our students to become high academic achievers, curious and creative thinkers, and socially adept young people who are prepared for college, careers, and livelihoods in the 21st century.

"All kids can learn. All kids are special."

All respondents to this proposal are to be prepared to assist the Montclair School District in achieving this most important goal.

The Board of Education is comprised of nine (9) board members. The district's administration is led by Dr. Jonathon Ponds, Superintendent of Schools and Chief Financial Officer is Christina Hunt, School Business Administrator/Board Secretary

SCOPE OF SERVICE—General

The Montclair Board of Education desires to contract for legal services for a School Board Attorney who will be the chief, general legal officer of the Board of Education. The selected School Board Attorney will be expected to provide specialized professional service to the Board of Education during the entire year on an as needed basis. Various issues arise during the normal course of business involving the need for professional services on matters that will require guidance and advice from the aforesaid profession. The School Board Attorney shall provide all legal services other than those services directly pertaining to personnel matters.

SCOPE OF SERVICE

The attorney and/or law firm contracted by the Board of Education shall provide the following services:

❖ Attendance at Board Meetings

The School Board Attorney shall attend all public meetings of the Montclair Board of Education and other meetings, if deemed necessary by the Superintendent of Schools and/or the Board President. The School Board Attorney shall attend Board committee meetings when so invited by the committee chairperson. Attendance at Board meetings are currently virtual with in-person meetings to be held in the foreseeable future. The conditions and rules pertaining to meeting attendance are subject to change.

The following is a typical meeting schedule of the Board of Education:

- One Regular Public meeting per month, and
- Special and Emergency meetings as may be required.

Parliamentarian

When requested, the School Board Attorney shall assist the School Board President in the conducting Board of Education meetings and provide guidance on all parliamentary procedures and voting matters.

❖ Board Policy Guidance and Review

The School Board Attorney shall prepare and/or review all Board policy as to legal form prior to review and adoption by the Board of Education.

❖ Code of Ethics/Ethics Compliance—Annual Training

The School Board Attorney shall provide in accordance with N.J.A.C. 6A:32-3.2, annual training on the School Ethics Act and the Code of Ethics to the members of the Board of Education at a regularly scheduled board meeting.

❖ Code of Ethics Guidance

The School Board Attorney shall provide guidance to all Board members with reference to all ethics questions that may arise during the course of the year.

❖ Leased Facilities—Chief Negotiator

The School Board Attorney, shall be the chief negotiator for all buildings in which the Board of Education is a tenant and prepare, review and provide to the Board of Education all proposed lease agreements, when applicable. The School Board Attorney shall also advise the Board, the Superintendent and the School Business Administrator on any purchase or sale of real property.

SCOPE OF SERVICE (Continued)

❖ Legal Counsel and Advice

The School Board Attorney shall:

- **Legal/Contractual Procedures**

Advise the Board of Education as to the legal and contractual procedures in which the board must take action or make a decision.

- **Legal Opinions; Formal**

Prepare oral and/or written legal opinions or provide legal advice when requested by the Superintendent of Schools or the Board President, or when requested by the majority of the Board of Education at a public board meeting. All respondents submitting a proposal for legal services are reminded that as part of this contract, the School Board Attorney shall respond to all inquiries **in writing**, whenever requested, and that legal advice shall be maintained on file in the school business office. N.J.A.C. 6A:23A-5.2 (a) (3) (iii).

- **Representation of the Board**

Represent the Board of Education in all general legal matters.

- **Legal Document Preparation**

Prepare all legal documents for the Board of Education.

- **Agenda and Resolutions Review**

Review all board agendas and resolutions as to legal form and recommend revisions as to legal form when requested.

- **Attendance at Meetings; Other Than Board Meetings**

Attend and participate in strategy sessions, using phone, fax, US mail, text messages, virtual meeting process and e-mail or in person, as may be required.

❖ Legal Information—Sharing with the School District

The School Board Attorney, from time to time, and when necessary, shall share with the Board of Education, Superintendent of Schools and/or his designee, and/or the School Business Administrator, all information concerning changes in school law, court cases, school ethics decisions, court opinions and/or other legal matters that may affect the decisions/actions made by the District.

❖ OPRA Requests—“Public Record Assistance”—Non-Personnel Requests

The School Board Attorney will advise the Custodian of Records of the school district as to what is considered to be a “public record” pursuant to Open Public Record Act requests (OPRA) as it pertains to all requests. The firm will review, when requested, the district’s response to OPRA requests to ensure confidentiality while complying with OPRA requirements. The firm must have the technical capabilities to search district emails when so authorized, and to redact information that is not subject to OPRA. This information may then be converted to an appropriated PDF file and submitted to the Custodian of Public Records for public dissemination.

SCOPE OF SERVICE (Continued)

❖ Litigation Matters

The School Board Attorney shall handle all litigation matters (other than school personnel matters) on behalf of the Board of Education and shall represent the Board in judicial and/or administrative proceedings within specific service areas in which the school or any of its board members, administrators, or agents may be a party or have an interest, including but not limited to:

- Represent the Board in all hearings and legal proceedings as they pertain to purchasing and procurement;
- Represent the district in litigation where the Superintendent of Schools has been subpoenaed as the chief school administrator;
- Represent the Board of Education and the school in all matters deemed necessary and proper, when applicable.
- The School Board Attorney shall initiate and/or defend lawsuits as necessary only by direction and approval of the Board of Education. The School Board Attorney shall attend all judicial hearings and proceedings as they pertain to said lawsuits.

❖ Management Decisions—Legal Counsel Involvement

It is noted and understood that the School Board Attorney is not to be contacted unnecessarily to participate in management decisions. The School Board Attorney is not to direct any employee to take any action in the performance of the employee's duties. The Attorney shall not contact any vendor providing goods or services to the District unless so requested by the School Business Administrator

❖ Preparation of Vendor Contracts

When requested by the School Business Administrator, the School Board Attorney shall prepare and deliver (electronically) to the School Business Administrator, all written contracts for vendors who were awarded contracts by resolution of the Montclair Board of Education. Contracts are to be prepared and delivered to the School Business Administrator within seven (7) business days after the award of contract by the Board. The School Board Attorney is not to contact vendors/contractors to discuss terms and conditions of contracts unless so directed by the School Business Administrator.

❖ Purchasing and Procurement

The School Board Attorney shall work with the School Business Administrator to ensure that all purchasing of the school is in compliance with the Public School Contracts Law and all other applicable federal, state, local procurement law and administrative code. Included but not limited in these duties are:

- Providing legal advice on all purchasing and contract matters;
- Providing legal opinions in writing when requested by the School Business Administrator or his designee when so authorized; and
- Reviewing all bids and other procurement documents as to legal form.

SCOPE OF SERVICE (Continued)

❖ Representation—Other Government Agencies

The School Board Attorney shall represent the Board, when so requested by the Superintendent of Schools or by a majority of the Board of Education, in non-litigant matters involving the other governmental entities and agencies where applicable, including but not limited to attending joint municipal and Board of Education meetings.

❖ Review All Contracts

The School Board Attorney shall review all contracts presented to the Board of Education as to legal form and whether the contracts are in the best interests of the board.

❖ Specialized In-service Programs

From time to time the School Board Attorney may be asked to provide specialized in-service programs to district personnel at the request of the Superintendent of Schools. (e.g.) Sexual Harassment, Anti-Bullying Programs, etc.

❖ Student Issues

The School Board Attorney shall provide advice and counsel on all matters related to regular student issues including, but not limited to discipline, attendance, adherence to rules and regulations, suspension/expulsion hearings and other matters pertaining to the student population.

TERMS AND CONDITIONS

❖ Communication with Board of Education and Personnel

As part of this contract, the following officials are authorized to contact the School Board Attorney on legal matters:

- Board President
- Superintendent of Schools
- School Business Administrator
- Director of Pupil Services
- Director of Personnel

The Superintendent of Schools may designate other school officials that may be authorized to contact the School Board Attorney.

❖ Timely Response/Availability

The School Board Attorney is expected to respond, at least verbally or in writing, via phone, video conferencing, email or text message process within a maximum of twenty-four (24) hours when an inquiry is made by the Board of Education or Superintendent of Schools, and/or his designee. The School Board Attorney shall be available for all telephone or virtual conferences with the Superintendent of Schools, and/or his designee, especially in urgent and emergent matters. All opinions and guidance provided by the School Board Attorney are to be memorialized in writing.

SCOPE OF SERVICE (Continued)

❖ Log of Services—School District

All respondents are reminded that the school district will be keeping a log of services for legal counsel contact and that log of services will be compared to the invoices submitted by the legal firm.

❖ Professional Hourly Rate

The Board requests all respondents to submit a professional hourly fee for legal services on the enclosed Fee Proposal Form.

❖ Paralegal and Attorney Support—Hourly Rate

The Board recognizes that paralegal support staff may be needed from time to time to assist the School Board Attorney in the performance of services. All respondents are to provide a list of support staff and the hourly rate fee for each support staff.

❖ Administrative and Secretarial Services and Related Expenses

Administrative and secretarial costs and related expenses are considered part of the firm's overhead and are built in the hourly rate structure. The district will not pay for these costs. The district will consider on a case by case basis any extraordinary administrative or secretarial services costs and if agreeable, shall pre-approve such extraordinary costs as may be applicable.

QUALIFICATIONS OF RESPONDENTS

The School Board Attorney shall:

- Have a law degree from an accredited law school of a college or university.
- Hold a license to practice law in the State of New Jersey.
- Show evidence of experience and competence as a practicing attorney with a public school district, with a working knowledge of school law, including statutes, regulations and case law including the following areas:
 - Administrative;
 - Civil Rights;
 - Collective Bargaining;
 - Contracts;
 - Criminal;
 - Employee Relations
 - Real Estate; and
 - Other legal areas of school law.
- Demonstrate the ability to communicate effectively in English, both orally and in writing, using proper grammar and vocabulary.
- Exhibit a personality that demonstrates interpersonal skills to relate well to the Board, administration, staff, parents, and the community.
- Meet all qualifications as noted in the Management Criteria Section of this proposal.

- Be able to use appropriate electronic media, including Virtual Meeting platforms needed to carry out job functions and responsibilities.
- Display the highest ethical and professional behavior in working with school personnel and other agencies.
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information with legal confines.
- Observe strictly and exceed, to avoid the appearance of conflict, all requirements of the School Ethics Act (N.J.S.A. 18A:12-21 et seq.) regarding conflicts of interest in employment, purchasing, and other decisions, including solicitation and acceptance of gifts and favors.

CONTRACT PERIOD—Twelve Month /One Year Contract

The term of contract for School Board Attorney/Legal Services shall be from July 1, 2021, through June 30, 2022, a twelve (12) month contract. N.J.S.A. 18A:18A-3 (b) and N.J.S.A. 18A:18A-42.

COORDINATION OF ACTIVITIES

All activities for the procurement of the contract will be coordinated through the office of School Business Administrator/Board Secretary, Christina Hunt.

FEE SCHEDULE PAYMENT—Professional Hourly Rate

It is the intention of the Board of Education to award the contract to one legal firm to provide the legal services as School Board Attorney as so written in this Request for Proposal. The district expects one attorney to provide these services and not a revolving door of personnel.

❖ **Professional Hourly Fee—Litigation Services; One Tenth Hour Billing Rate**

The Board requests all respondents to submit a professional hour rate fee for services rendered. Payment will be made on an hourly basis with a one tenth hour billing rate.

Respondents are to provide a professional hourly rate fee for the services as noted in the RFP.

- **Support Staff Fees:**

All respondents are to note in their Presentation Package a list of support staff needed to assist the legal firm in the performance of the services. Respondents are to provide with the list an hourly rate fee for each support person.

- **Billing Invoices**

Pursuant to N.J.A.C. 6A:23A-5.2 (a) (3) (iv), the school district will maintain a log of services for all legal counsel and that log will be compared to the billing invoices submitted by the legal firm.

The invoice for the services shall be submitted on a monthly basis to the School Business Administrator. Payment will be made after monthly services have been provided by the School Board Attorney. There shall be no advance payments. N.J.A.C. 6A:23A-5.2 (a) (4) (i).

Invoices for hourly services shall at a minimum include the following information:

- Date of Service
- Attorney name

- Matter name
- Hourly rate
- Amount of time spent on each particular service
- Total charge of the particular service
- Total amount of invoice
- Other items and services agreed upon

All invoices shall be signed with an original signature and are to be sent to the School Business Administrator for review and approval in accordance with board policy. The legal bills submitted will be compared to the legal log of services as so maintained by school district personnel to ensure accuracy. (N.J.A.C. 6A:23A-5.2 (a) (3) (iv).

❖ **Board Meeting Rate—Minimum Two (2) Hours**

The length of time for public and closed session (executive) meetings of the Board of Education vary depending on issues and topics of concern to the board and the general public. The Board realizes the value of the School Board Attorney’s time and as part of this contract, the Board attorney will be paid a minimum of two (2) hours based upon the approved hourly rate. Any time after two (2) hours will be billed on a one tenth hourly basis.

PRESENTATION PACKAGE – Submit with the RFP Response

The Montclair Board of Education seeks from all participating respondents, information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

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

I. Technical Criteria

Description of Services

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

Conflicts

Describe any existing or potential legal or other policy conflicts of interest, or appearance of conflict of interest, you may have, or which reasonably might arise, because of your proposed representation of the Montclair Board of Education.

II. Management Criteria

Business Organization

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

- Name, address, phone, fax, website, and other information of the professional firm or individual;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members;

- Resume of Attorney who will be assigned to the Montclair Board of Education; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

Qualifications; Relevant Experience

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

- Evidence of providing services as listed in the specifications to public school districts with experience providing services to SDA Districts, formally known as Abbott Districts preferred;
- Letters of recommendation from (3) public school districts in New Jersey. Experience working for the Montclair BOE will constitute a one letter.
- Copies of professional licenses that are required to perform the services as listed in the specifications;
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process;
- Provide a list of New Jersey Public School clients within the past ten (10) years; and
- Availability of personnel, facilities, equipment and other resources to provide the services requested.

III. Cost Criteria

Fee Proposal—Hourly Rate

Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the school district. Respondents are to provide a professional hourly rate fee for the services as noted in the RFP. Pro-rata billing will be one tenth billing rate.

The cost criteria is a significant part of the evaluation process.

Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. Charges such as telecommunications, postage, copy charges, food and drink and other incidental costs are the responsibility of the respondent.

The Board will not reimburse any vendor for any incidental expenses related to the contract.

- Expenses Not Related to the Contract; District Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The district will procure these services separately.

- Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon recommendation of the School Business Administrator, may consider reimbursing the expense, or the Board may procure the services separately.

- Travel/Parking Reimbursement

The Board of Education will consider reimbursing the respondent for all reasonable travel and parking fees while attending judicial and administrative hearings outside the school district environs:

- Mileage Reimbursement –IRS Mileage Rate
- Tolls – receipts required; EZ Pass
- Parking – self-parking rates

Other Fees

- Legal Filing Fees; Other Legal Fees:

The Board of Education will reimburse the firm all legal filing fees and other necessary legal fees during the course of this contract.

- Copying Fees; Extraordinary

The Board of Education will reimburse all **extraordinary** copying fees when so pre-approved by the School Business Administrator. Extraordinary copying fees will be reimbursed at a ten cents (\$.10) per page fee and only when pre-approved by the School Business Administrator.

PACKAGING/SUBMISSION OF PROPOSAL—Form of Submission

The Board requires that all proposals be placed in a sealed envelope with one (1) proposal clearly marked “Original Proposal” and with one clearly marked “Copy.” All proposals are to be submitted as so noted in the legal advertisement and instructions to respondents.

EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT

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

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified as follows:

	Category	Value Points
I.	Technical Criteria	30
II.	Management Criteria	30
III.	Cost Criteria	40

EVALUATION OF PROPOSALS—Evaluation Committee

The Chief School Administrator and the School Business Administrator, pursuant to N.J.S.A. 18A:18A-4.5 (d) shall initially evaluate all proposals received and make recommendations to the Board for appointment. The Chief School Administrator and/or the Board President, if necessary, may appoint a committee to assist in the evaluation process. Committee members will be identified in the final report submitted to the board.

PRESENTATIONS AND INTERVIEWS

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to school officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation— N.J.S.A. 18A:18A-4.5 (b)**

AWARD OF CONTRACT

It is the intention of the Board of Education to award the contract in accordance with the process established and recommendations from the Chief School Administrator, the School Business Administrator, and the Evaluation Committee, if any, to the respondent whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

