

*Lakewood Board of Education*  
*Lakewood, New Jersey*

**Professional Services**  
**Proposal Specifications**  
**&**  
**General Requirements**  
**For**

**AFTER SCHOOL PROGRAM NON-  
PUBLIC**

Proposal Opening Date April 17, 2013

Proposal Opening Time 11:00 A.M.

Thomas A. D'Ambola  
School Business Administrator

**LAKEWOOD BOARD OF EDUCATION  
REQUEST FOR PROPOSALS  
Proposal Advertisement**

The Board of Education of the City of Lakewood, New Jersey, hereby advertises for proposals in accordance with N.J.S.A. 18A:18A-21(a, b) for the period April 22, 2013 to June 30, 2013.

**AFTER SCHOOL PROGRAM NON-PUBLIC**

All necessary proposal specifications and proposal forms may be secured by written request to:

**Mr. Thomas A. D'Ambola**  
School Business Administrator  
Lakewood Board of Education  
1771 Madison Avenue  
Lakewood, New Jersey 08701  
FAX: 732-364-2954  
E mail: tdambola@piners.org

Proposals must be sealed, the envelope to bear the following information:

Title: AFTER SCHOOL PROGRAM NON-PUBLIC  
Name and Address of the Firm

Proposals must be delivered to the Business Office of the Lakewood Board of Education on or before

Date: April 17, 2013  
Time: 11:00 A.M.

The proposal opening process will begin on the above date and time. No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

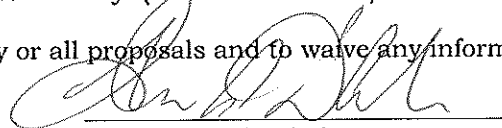
All firms are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et. seq.

Corporate and partnership firms are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Firm Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to comply with Instructions to Firms and to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

All firms shall submit with their proposal package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32-44)

The Board of Education reserves the right to reject any or all proposals and to waive any informality.



Thomas A. D'Ambola  
School Business Administrator

**LAKESWOOD BOARD OF EDUCATION  
BUSINESS OFFICE**

*Lakewood, New Jersey 08701*

*Thomas A. D'Ambola  
School Business Administrator*

*FAX: (732) 364-2954*

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TO: All Vendors  
FROM: Thomas A. D'Ambola  
RE: **Unauthorized Orders**

The Lakewood Board of Education only recognizes purchases made through the approved purchase order process.

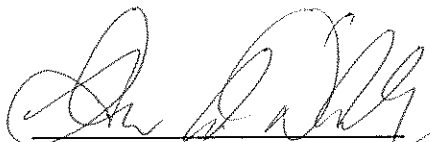
All purchases are made by a written purchase order, with an authorized signature and a purchase order number.

Please do not honor or accept any requests for goods or services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert Purchasing if any Board employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

The Lakewood Board of Education will not be held responsible for any unauthorized orders or purchases.



**Mr. Thomas A. D'Ambola  
School Business Administrator**

## Scope of Service:

### Title 1 After School Tutoring Program

The successful organization will develop and implement AFTER SCHOOL PROGRAM NON-PUBLIC to run 4 days a week

(Monday-Thursday) for two hours each day. The program will operate from April 22, 2013 through June 30, 2013 following the Nonpublic School Calendar.

The successful organization will work with the respective non-public school(s) to determine the location of the programs.

Target Population: Title 1 eligible students in the Non Public Schools in grades 3-7 for both Girls & Boys

#### Program Structure:

- Provide one certified teacher on site to oversee program components.
  
- Provide certified teachers or paraprofessionals to work with students up to 8 students in each group.
  - In the case paraprofessionals are utilized, no more than 6 paraprofessionals are to be used per 1 certified teacher on site.
  - All staff working with students should have experience with students at the grade level with whom they work directly.

#### Program Components:

- Provide nutritious Kosher snack
- Provide tutoring/ homework help
- Social Skills Activities

Please note that the cost reflected will be prorated for any incomplete month.

|                          |    |
|--------------------------|----|
| Cost per student grade 3 | \$ |
| Cost per student grade 4 | \$ |
| Cost per student grade 5 | \$ |
| Cost per student grade 6 | \$ |
| Cost per student grade 7 | \$ |

## **ADVISORY INFORMATION FOR FIRMS**

### **1. PROMPTNESS OF PROPOSAL SUBMITTAL**

It is the responsibility of the firm to ensure that their proposal is presented at the District's Business Office before the date and time fixed for closure of the proposal period. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance.

### **2. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**

Keeping the aforementioned items in mind, the Board suggests that firms arrange to hand deliver their proposals to the Business Office, and personally turn it in to the Purchasing Agent or Designee before the time set for closure of the proposal period. Please understand that proposals arriving after the advertised date and time for any reason cannot be accepted or opened.

## PROPOSAL CHECKLIST

### A. Documents to be returned with Proposal

1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Proposal Form
3. Non-Collusion Affidavit
4. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration
5. Firm/Vendor Questionnaire / Certification
6. New Jersey Business Registration Certificate
7. Acknowledgement of Addenda (only if addenda have been sent)
8. Chapter 271 Political Contribution Disclosure Form –Please use form attached or one that can be downloaded from website at [www.Lakewood.k12.nj.us](http://www.Lakewood.k12.nj.us).

The documents listed above, 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 Division of the Purchasing has prepared this reminder checklist for items pertaining to this proposal. The checklist is not considered to be all-inclusive. Firms 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 question fully and accurately?                           |            |           |
| 3. Have you signed all your documents <b>(ink)?</b> No facsimile signature.   |            |           |
| 4. Have you prepared all documents for submission?                            |            |           |
| 5. Did you make a copy of the proposal package for your records?              |            |           |
| 6. Did you correctly address the envelope? (Page 1 Item #2)                   |            |           |
| 7. Have you allowed ample time for the proposal to reach the Business Office? |            |           |

# GENERAL SPECIFICATIONS

**CONTRACT FOR: AFTER SCHOOL PROGRAM NON-PUBLIC**

**TERM OF CONTRACT: April 22, 2013 – June 30, 2013**

## **INSTRUCTIONS TO FIRMS**

### **1. PROPOSALS ARE**

**TO BE RETURNED TO:** **Mr. Thomas A. D'Ambola**  
School Business Administrator  
Business Office  
Lakewood Board of Education  
1771 Madison Avenue  
Lakewood, New Jersey 08701  
BY: 11:00 A.M.  
ON: April 17, 2013

2. Proposals must be placed in a sealed envelope marked as shown below on the front of the envelope. Firms should also keep a complete copy of the proposal packet, exactly as submitted.

|                             |                |  |
|-----------------------------|----------------|--|
| Envelope Label Information: | District:      | <u>Lakewood City Public Schools</u>          |
|                             | Project:       | <u>AFTER SCHOOL PROGRAM -<br/>NON PUBLIC</u> |
|                             | Proposal Date: | April 17, 2013                               |
|                             | Proposal Time: | <u>11:00 A.M.</u>                            |
|                             | Firm:          | _____  |

### **3. PROPOSAL OPENING**

All proposals will be publicly opened in the Board of Education meeting rooms located on the first floor, and read beginning at **11:00 A.M.** on **April 17, 2013**. Firms and/or their authorized agents, and the general public are invited to be present at the proposal opening. It is the responsibility of each firm to ensure that their proposal is complete, and presented to the Business Office before the proposal date and time. Proposals will not be accepted or received by the Board of Education after the advertised proposal date and time. (N.J.S.A 18A:18A-21(b))

#### **4. AFFIRMATIVE ACTION REQUIREMENTS**

1. Each firm 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:
  - i. Appropriate evidence that the firm is operating under an existing federally approved or sanctioned affirmative action program; or
  - ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
  - iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the firm, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"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. (SEE ATTACHED EXHIBIT A).

#### **5. AMERICANS WITH DISABILITIES ACT**

The firm 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. (SEE ATTACHED APPENDIX A).

#### **6. ARBITRATION**

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive.

Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

#### **7. PROPOSAL GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)**

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.

##### **A. Proposal Guarantee**

**A proposal guarantee is NOT required with this proposal.**

**When required**, each proposal shall be accompanied by a proposal bond, cashier or certified check for ten percent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Lakewood Board of Education. Such deposit shall be forfeited upon refusal of a firm to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Lakewood Board of Education.

The proposal security check for unsuccessful firms 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 proposal bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the proposal bond. Failure to sign the proposal 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 Lakewood Board of Education will only accept proposal 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 Insurance, P.O. Box CN 325, Trenton, New Jersey 08625.

**Failure to submit a proposal guarantee when required shall be cause for disqualification and rejection of proposal.**

B. Certificate (Consent) of Surety

**A certificate (consent) of surety is NOT required with this proposal.**

**When required**, each firm shall submit with its proposal a certificate from a surety company stating that the surety company will provide the firm 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 submit the Certificate (Consent) of Surety when required will be cause for disqualification and rejection of proposal.**

C. Performance Bond

**A performance bond is NOT required for this proposal.**

When required, the successful firm 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.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Firm, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Firm.

It is expressly stipulated that the Surety for the Firm on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Firm defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting firm to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful firm shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful firm within ten (10) days after the receipt by the successful firm of notice accepting his proposal by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

#### **8. PROPOSAL PRICE GUARANTEE**

When the Board of Education requests proposal prices for supplies, materials and equipment, the winning firm(s) shall guarantee the proposal price(s) for the entire period of the contract.

#### **9. PROPOSAL PRICES**

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

#### **10. PROPOSAL FORM**

All pricing information is to be written in by typewriter or ink in a legible manner on the official Proposal Form unless the form indicates that an attachment is allowable. Any proposal price showing any erasure or alteration must be initialed by the firm in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular proposal entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection.

In all cases, the Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Proposal Form. **Failure to sign the Proposal Form will be cause to disqualify the entire proposal.** If the Proposal Form contains more than one sheet, then firms are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any proposal on which there is any alteration to, or departure from, the proposal specifications. Firms are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If firms do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular proposal as non-responsive N.J.S.A. 18A:18A-2(y).

By submitting a proposal, the firm covenants that it has carefully examined the contract documents, addenda, if any, and the site; and that from its investigation, it has satisfied itself 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, it fully understands the intent and purpose thereof, its obligations there under, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each firm submitting a proposal for a service contract shall include in its 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 contract documents.

**11. FIRM'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the firm to ensure that their proposal is presented to the Business Office 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.

**12. NOT USED**

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

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

**Goods and Services Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The firm shall provide written notice to its subcontractors to submit proof of business registration to the firm; **2)** prior to receipt of final payment from a contracting agency, the firm must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the firm and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

**14. CHALLENGES TO PROPOSAL SPECIFICATIONS (N.J.S.A. 18A:18A-15)**

Any prospective firm who wishes to challenge a proposal specification shall file such challenges in writing with the Purchasing Agent or Designee no less than three (3) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

**15. COMPLIANCE WITH ALL LAWS -- *Where applicable***

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

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

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

## **16. CONTRACTS**

### **A. Award of Contract, Rejection of Proposal(s)**

The contract shall be awarded, if at all, based on the evaluation and selection criteria included in the specifications

### **B. Return of Contracts and Related Contract Documents**

Upon notification of award of contract by the Lakewood Board of Education, the successful firm shall sign and execute a formal contract agreement between the Board of Education and the firm, *when required*.

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

When a formal contract is required the successful firm shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract **(if required)**
2. Insurance Certificate with the Lakewood Board of Education as an additional insured.
3. Affirmative Action Evidence that includes an Affirmative Action certificate or complete form AA 302 and return the pink copy.
4. Other required documents as may be outlined in the proposal specifications.

The executed contracts and related documents must be returned **within ten (10) days of receipt of notification to:**

Mr. Thomas A. D'Ambola, School Business Administrator  
Lakewood Board of Education  
1771 Madison Avenue  
Lakewood, New Jersey 08701

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 the proposal security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible firm.

### **C. Term of Contract**

The successful firm, to whom the contract is awarded, will be required to deliver goods and services in accordance with the dates listed in the General Specifications.

#### **D. Purchase Order Required; Notice to Proceed**

No firm 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.

#### **17. NOT USED**

#### **18. NOT USED**

#### **19. NOT USED**

#### **20. DOCUMENTS, MISSING/ILLEGIBLE**

The firm shall familiarize himself with all forms\* provided by the Board that are to be returned with the proposal. If there are any forms that the Board is to provide that are either missing or illegible, it is the responsibility of the firm to contact the Purchasing Agent or Designee at (732)-905-3575 for duplicate copies of the forms. This must be done before the proposal date and time. The Board accepts no responsibility for duplicate forms that were not received by the firm in time for the firm to submit with his proposal.

**All documents returned to the Board shall be signed with an original signature in ink. 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.

- Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Firm/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form – use District form.

#### **21. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)**

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.

#### **22. 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 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 firms 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.

### **23. INDEMNIFICATION**

The firm shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board 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, attorneys 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. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

### **24. INSURANCE**

#### **Insurance Requirements for Firms**

##### **Firm Insurance**

Before commencing the contract work, and as a condition precedent for payment, the Firm shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit. This insurance will provide a defense and indemnify the Lakewood Public Schools (Schools) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Firm's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Firm, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may liable by operation of statute, government regulation, or applicable case law.

Proof of this insurance shall be provided to the Schools before the work commences as set forth below. In no event shall the failure to provide this proof prior to the commencement of the work, be deemed a waiver by the Schools of the Firm's Insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this exhibit deny coverage to the Schools, the Firm will defend and indemnify the Schools at the Firm's expense.

##### **Minimum of Liability**

The Firm must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Firm shall maintain at least the limits of liability as set forth below

##### **Commercial General Liability Insurance**

\$ 1,000,000 Each Occurrence limit (Bodily Injury and Property Damage)

\$ 2,000,000 General Aggregate

\$ 2,000,000 Product/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury limit.

Contractual Liability that will respond to indemnification clause included in these specifications and the "Designated Construction Project(s) General Aggregate Limit" endorsement shall be included in the policy.

**Comprehensive Automobile Liability Insurance**

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Firm

**Workers' Compensation and Employers Liability Insurance**

\$ 500,000 Each Accident

\$ 500,000 Each Employee for Injury by Disease

\$ 500,000 Aggregate for Injury by Disease

If the Subcontractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included".

**Umbrella**

\$1,000,000 per occurrence

\$1,000,000 aggregate

**Professional Liability Insurance (Errors & Omissions)**

\$1,000,000 per occurrence

\$2,000,000 aggregate

**Additional Insured Status and Certificate of Insurance**

The Schools, along with their respective officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Firm's Commercial General Liability Policy, Professional Liability Policy and the Firm's Automobile Liability, which must be primary and noncontributory with respect to the Additional Insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any Insurance obtained by the Schools is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Firm, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case Law. A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the Schools, and this clause shall apply to the Schools' officers, agents and employees with respect to all projects during the policy term. It should also apply to the Firm's Workers' Compensation policy if allowed by state law.

Prior to Commencement of work, Firm shall submit a Certificate of Insurance in favor of the Schools and an Additional Insured Endorsement (in a form acceptable to the Schools) as required hereunder.

**No Limitation on liability.**

In any and all claims against the Additional Insured by any employee of the Firm, anyone directly or indirectly employed by the Firm or anyone for whose acts the Firm may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefit payable by or for the Firm under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Firm shall maintain in effect all insurance coverages required under this Agreement at the Firm's sole expense. In the event the Firm fails to obtain or maintain any insurance coverage required under this Agreement the Schools may, at its sole discretion, purchase such coverage as desired for the Schools' benefit and charge the expense to the Firm, or, in the alternative, terminate this Agreement.

**Continuation of Coverage**

The Firm shall continue to carry Completed Operations liability Insurance for at least three years after either ninety-(90) days following Substantial Completion of the Work or final payment to the Firm, whichever is later. The Firm shall furnish the Schools evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

**25. NOT USED****26. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any firm orally. Every request for such interpretations should be made in writing to the Purchasing Agent or Designee must be received at least ten (10) days 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 written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the firms 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.

**27. LIABILITY - COPYRIGHT**

The firm (vendor) shall hold and save the Lakewood 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.

**28. LIQUIDATED DAMAGES**

Liquidated damages if made a part of the contract shall be assessed against the firm in the amount as listed in the General Specifications and Contract should the contract/work/service not be completed in accordance with the plans and specifications.



## **29. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit must be submitted with the proposal. (N.J.S.A. 2A:93-6)

## **30. PAYMENTS**

Every effort will be made to pay vendors and firms 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;
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. 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.

### Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

## **31. POLITICAL CONTRIBUTIONS DISCLOSURE - REQUIREMENTS**

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4), please note the following:

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

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

### Contributions During Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a2,3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A.19:44A-1 et.seq.) to any member of the school board from any business entity doing business with the school district 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 (a4)

All firms shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

**32. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) and N.J.A.C. 6A:23A-6.3 if the business entity receives contracts in excess of \$17,500 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 609-292-8700 or at [www.elec.state.nj.us](http://www.elec.state.nj.us). District form is at the Lakewood Board of Education's WEBSITE under proposals available for submission – pay to play form.

**33. NOT USED**

**34. QUALIFICATION OF FIRMS - Firm Questionnaire Certification Form**

The Lakewood Board of Education may make such investigations as it seems necessary to determine the ability of the firm to perform the terms of the contract. The firm shall complete a Firm Questionnaire Certification Form and return same with the proposal and shall furnish all information to the Board as it may require to determine the firm's ability to perform the duties and obligations as outlined in these specifications.

**35. 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 firms or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

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

These requirements include but are not limited to the following:

- A. The label must list the five predominant ingredients and any hazardous chemicals in the product.
- B. Each chemical name must have next to it the CAS number for the chemical.
- C. The label must be attached to the container.
- D. Material Safety Data Sheets (MSDS) must accompany the first shipment of the product.
- E. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

### **36. SAMPLES**

From time to time the Purchasing Agent or Designee may require the submission of samples either before or at the time of the proposal, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official proposal opening. Failure to submit said samples may be regarded as a basis for rejecting the proposal. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the firm within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent or Designee will dispose of them as he sees fit.

### **37. STOCKHOLDERS' DISCLOSURE**

All firms are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

### **38. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Firms, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent or Designee.

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

- A. Insurance Certificate as outlined in the proposal specifications
- B. Affirmative Action Evidence as outlined in the proposal specifications
- C. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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

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

### **39. 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. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Firms 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 Lakewood Board of Education. Firms may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

### **40. TERMINATION OF CONTRACT**

If the Board determines that the firm has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the firm 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 firm from potential liability for damages caused the District by the firm's breach of this agreement. The Board may withhold payment due the firm and apply 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 firm 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.

### **41. WITHDRAWAL OF PROPOSALS**

#### Before The Proposal Opening

The Board of Education may consider a written request to withdraw a proposal if the written request is received by the School Business Administrator and/or the Purchasing Agent before the advertised time for opening of proposals. **Any withdrawn proposal cannot be re-submitted.**

#### After The Proposal Opening

A firm who discovers a mistake or omission after proposals have been opened may request to withdraw the proposal provided the firm gives immediate written notice to the Purchasing Agent or Designee of the mistake and/or omission and certification supported by clear evidence that he or she exercised reasonable care in the examination of the specifications and preparation of the proposal. Any firm who is granted permission by the Board of Education to withdraw the proposal under this clause is subject to forfeit any proposal guarantee.

**To be completed and signed below.**

**Return with Bid**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, attach a copy of the plan to the questionnaire

2. Our company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* can be obtained at [www.state.nj.us/treasury/contract\\_compliance/index.shtml](http://www.state.nj.us/treasury/contract_compliance/index.shtml). Click on forms. Complete and submit the form in accordance with instructions and attach a copy of the completed form to this questionnaire.

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

Name of Company/Firm \_\_\_\_\_

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

**SIGNATURE** \_\_\_\_\_ *Date* \_\_\_\_\_

**To be completed and signed below.**

**Return with Proposal**

**NON-COLLUSION AFFIDAVIT**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

STATE OF

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am the \_\_\_\_\_ of  
Position in Company  
the firm of \_\_\_\_\_ and the firm 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 firms, or otherwise taken  
any action in restraint of a free and competitive process in connection with the above named  
proposal, 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 of the City of Lakewood 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 Firm/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(SIGNATURE OF FIRM/VENDOR)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
Print Name of Notary Public

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

My commission expires \_\_\_\_\_, \_\_\_\_\_ - Seal -  
Month Day Year

*To be completed and signed below.*                      *Return with Proposal*  
**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

Please check one type of Ownership, complete the form, and execute where provided.

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Corporation--</u>         | <input type="checkbox"/> <u>Limited Partnership--</u>           |
| <input type="checkbox"/> <u>Partnership--</u>         | <input type="checkbox"/> <u>Limited Liability Corp.--</u>       |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Other-_____</u>                     |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL.** In the event that there are no persons who own ten percent or more of the stock or ownership of the firm, then such fact should be certified below as part of this disclosure.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**List of Owners with Ten Percent (10%) or More Interest**

| <u>Owner's Name</u> | <u>Home Address</u> | <u>Title/Office Held</u> | <u>Percent (%) of Partnership Shares Owned</u> |
|---------------------|---------------------|--------------------------|--|
|                     |                     |                          |  |
|                     |                     |                          |  |
|                     |                     |                          |  |
|                     |                     |                          |  |
|                     |                     |                          |  |

**NOTE:** If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

To be completed and signed below.

Return with Proposal

**Firm/Vendor Questionnaire/Certification**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_ PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

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 Lakewood 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 proposal 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 proposal, 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 Lakewood Board of Education.

Vendor Contributions: Abbott School Districts

I declare and certify that I fully understand N.J.A.C. 6A:10-1.1(e1-6) concerning vendor contributions to school members of Abbott School Districts.

I certify that I am not an official or employee of the Lakewood Board of Education.

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 Print Name

\_\_\_\_\_  
Signature



**To be completed and signed below.**

**Return with Proposal**

**Acknowledgement of Addenda**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

The firm acknowledges receipt of the hereinafter enumerated Addenda which have been issued for these specifications and agrees that said Addenda shall become a part of this contract. The firm 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** \_\_\_\_\_

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Lakewood 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.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal 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 applicable 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, 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
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEG as may be requested by the Division 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 Contract Compliance & EEG for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

# 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.**

\* 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."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

|              |        |      |  |
|--------------|--------|------|--|
| Vendor Name: |        |      |  |
| Address:     |        |      |  |
| City:        | State: | Zip: |  |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)  
After School Program





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

- State:**
1. Governor
  2. Legislative Leadership Committees

**Legislative District #5:**

1. State Senator and
2. Two members of the General Assembly per district.

**County of Lakewood:**

1. Freeholders,
2. County Clerk
3. Sheriff
4. County Executive
5. Surrogate

- City of Lakewood:** 1. Mayor and members of governing body (regardless of title)

**Members of the Lakewood City Board of Education**

**To be completed and signed below.**

**Return with Proposal**

**Proposal Name: AFTER SCHOOL PROGRAM NON-PUBLIC**

**Proposal No: LBOE 01-13**

**Proposal Date: April 17, 2013**

**Acknowledgment of Referral of this provision to Subcontractors  
Insurance Agent or Broker**

The Contractor represents that he has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and that Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein. The Authority and Contractor hereby acknowledge that this Exhibit is considered a material term of their contract-

Name of Contractor

---

Signature/Date

---

Lakewood City Public Schools

Signature/Date

---

THIS DOCUMENT HAS IMPORTANT LEGAL AND INSURANCE CONSEQUENCES, AND IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICE AND ADVICE. CONSULTATION WITH AN ATTORNEY AND AN INSURANCE ADVISER IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT.

TO All Firms:

**REMINDER!**

Did you sign all of the proposal documents?

All proposal documents returned to the Board shall be signed in ink with original signatures.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all proposal documents may be cause for disqualification and rejection of the proposal.

Mr. Thomas A. D'Ambola,  
School Business Administrator

## PRICE PAGE

The undersigned hereby proposes to furnish and deliver all items specified on the attached pages for which prices are herewith given, in strict accordance with these specifications, and hereby accepts the foregoing conditions under which this contract is to be awarded and agrees to be bound thereby.

The prices quoted include all charges and expenses for furnishing and delivering all items in the manner and under the conditions specified, except where otherwise stated.

The undersigned hereby declares that this firm is the only person interested in this estimate, and that no other person than herein named has any interest in this estimate or in the contract proposed to be entered into; that it is to be made without any connection with any person making an estimate for the same items, and is in all respects fair and without collusion or fraud.

The undersigned does further declare that no member of the Board of Education or any officer or other employee of the Board is directly or indirectly interested therein or in any portion of the profit thereof.

The Board reserves the right to award in its best interest and that any submitted proposal is subject to negotiation.

This Company is in compliance with all regulations regarding P.L. 1975, Ch. 127.

TOTAL PROPOSAL AMOUNT \$ \_\_\_\_\_

CHECK APPROPRIATE BOX BELOW:

Deposit Enclosed \$ \_\_\_\_\_ Certified or Cashier's Check \_\_\_ Bond \_\_\_

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE  
FOR THE FIRM \_\_\_\_\_  
(Must sign in ink) (date)

PRINT NAME AND TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

TELEPHONE \_\_\_\_\_  
(Area Code) (Number)

IMPORTANT:

FIRM MUST COMPLETE ABOVE IN INK OR BY TYPEWRITER (SIGNATURE MUST BE IN INK).