

REQUEST FOR PROPOSALS

for

**Grades ~~APPLICATION SOFTWARE PACKAGE FOR DISTRICT-
WIDE STUDENT TESTING SYSTEM (STS)9-12 Counseling Program~~
Evaluation**

“Proposal – Counseling 20-01.”

**FOR THE
SOUTH HUNTERDON REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
301 Mt. Airy Harbourton Rd.
Lambertville, New Jersey 08530**

Proposals Due: October 30,2020 by 10:00 am

Attention: Kerry Sevilis, Business Administrator/Board Secretary

REQUEST FOR PROPOSALS
Grades 9-12 Counseling Program Evaluation
Pursuant to Laws Authorizing Competitive Contracting

TO: Interested and Qualified Vendors:

The South Hunterdon Regional School District invites qualified professionally recognized expert(s) to submit a proposal to evaluate, in collaboration with district personnel, its **9-12 counseling program**, specifically the college planning process. The external professionally recognized expert(s) will be expected to submit by **10:00 a.m. on October 30, 2020**, a proposal as per a content outline provided by the district. The successful professionally recognized expert(s) will prepare a work plan and related budget based on the following performance expectations:

1. The professionally recognized expert(s) will work collaboratively with counselors, teachers, administrators, parents and board members.
2. The professionally recognized expert(s) will conduct focus groups with district parents and, where appropriate, students and recent graduates.
3. The professionally recognized expert(s) will write the evaluation report and recommendations.

The successful bidder may be an individual who serves as a prime contractor, a public or private education organization, or an ad-hoc research and consulting group. The professionally recognized expert(s) must possess expertise; demonstrate familiarity with current research and effective practices in school counseling and the college planning process. The professionally recognized expert(s) will write the evaluation report with recommendations.

Proposals shall be in accordance with this RFP and shall fully comply with the Public Schools Contract Law N.J.S.A. 18A:18A-1 et seq. The Board intends to award a contract to the most responsive and responsible Proposer meeting the specifications set forth in the RFP, price and other factors considered.

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Proposer's response. The response shall be descriptive and contain sections in the same order as provided in Section III, "Proposal Format & Contents." Proposers are instructed to clearly identify any requirement of this RFP that the Proposer cannot satisfy. A Proposer's failure to comply with all provisions of this RFP may disqualify the Proposer's response.

This RFP process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will use a consistent methodology and set of metrics to score each proposal received. Proposers are to direct all communications regarding this RFP to the designated individual and are not to contact Board officials or employees directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of any firm found to be noncompliant.

The deadline for proposals is **10:00 a.m. on October 30, 2020**. Proposals received after that time will not be accepted. Proposals may be mailed, hand delivered, or received via courier.

I. INTRODUCTION AND GENERAL INSTRUCTIONS

A. *Background Information / General Overview*

The South Hunterdon Regional School District (“District”) is a public school district in the State of New Jersey. The District provides education to students in grades Pre-K-12 in four schools: South Hunterdon High School in Lambertville, New Jersey, Lambertville public school in Lambertville, New Jersey, and West Amwell Twp School in Lambertville, New Jersey. Altogether, the District educates about 900 students. There are about 200 staff members in the District, including teaching staff members and support staff.

B. *Type of Contract*

The contract entered into as a result of the RFP will be for the related services. The award shall be made on the basis of price and other factors, to the most responsive and responsible vendor that satisfies the criteria established by the Board within this RFP. Please see Section IV for additional information regarding RFP proposal evaluation criteria. The Board reserves the right to reject any and all proposals. Proposers are responsible to assume all proposal- related costs and will not be compensated or reimbursed by the Board for these costs.

C. *Response to RFP*

Proposers must meet or exceed the professional, administrative and financial qualifications and requirements set forth in this RFP and shall provide all information requested in the RFP. Proposers may submit supplemental information that they deem useful to the Board in evaluating the proposal. Proposers are encouraged to be clear, factual and concise in the presentation of information. Proposers are cautioned, however, that the response must meet the minimum requirements of this RFP. Failure to comply with the requirements of this RFP will disqualify the Proposer’s response from consideration.

D. *Deadline for Responses*

The **original and one copy** of each proposal should be submitted. All **sealed** proposals must be submitted and time-stamped by the Office of the Business Administrator no later than the date and time designated for opening: **10:00 a.m. on October 30, 202** The Board will not be liable for any proposals lost in the mail or misdirected by any party.

E. *Inquiries or Requests for Clarification*

Proposers shall direct all inquiries or requests for clarification in writing to the **Business Administrator at the address above. If sent by facsimile, send to fax number 609-397-2508; if sent by email, send to kerry.sevilis@shrsd.org; if sent by facsimile or email, please confirm receipt of the inquiry or request by telephone, 609-397-0323 x2.** All questions and/or requests must contain contact information for the primary person to whom the response should be directed.

All inquiries and/or requests for clarification should be submitted in writing and reference the section or addendum of the RFP and page number to which they pertain. Except for brief procedural matters, there will be no response to oral inquiries. Questions must be submitted no later than **October 25, 2020**. Potential proposers are urged to submit questions pertaining to material terms of the RFP or the proposed contractual relationship as soon as possible, so as to maximize the time available to resolve those questions before the proposal is due. The Board shall post all submitted requests for information received by the Board, together with the Board’s responses thereto, on its website.

The final form of the contract will be subject to all statutes, rules and regulations applicable to public contracts under the laws of New Jersey. Any proposal or contract that conflicts with the laws of New Jersey shall be null and void.

II. PROPOSAL SUBMISSION AND PROCEDURES

A. Point of Contact

All questions concerning this RFP and the procedures for responding to the RFP shall be directed to:

Kerry Sevilis
School Business Administrator / Board Secretary
South Hunterdon Regional School District Board of Education
301 Mt Airy Harbourton Rd
Lambertville, NJ 08530
phone: 609-397-0323 fax: 609-397-2508

B. Submission of Proposals

Proposers should submit an **original and one copy** of their proposals to the School Business Administrator/Board Secretary no later than **10:00 a.m. on October 30, 2020**. Each proposal shall be duly executed by an authorized representative of the Proposer and shall clearly identify the address and a contact person for the proposing firm, and the name and title of the person who prepared the proposal. Proposals by partnerships shall be signed in the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation. All corrections, erasures or other forms of alteration to prices must be initialed in ink by the Proposer.

Proposals must be submitted in **sealed** packages. The **sealed** packages may be mailed, hand-delivered or sent via courier, and shall be delivered between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, to the Office of the School Business Administrator, South Hunterdon Regional School District, 301 Mt Airy Harbourton Rd, Lambertville, NJ 08530. The **sealed** packages shall bear the name and address of the proposer and shall be marked **“Proposal – Counseling 20-01.”**

Proposals must be received by the date and time provided, after which time they will no longer be accepted.

C. Proprietary Information

If a proposal includes any proprietary data or information that the Proposer does not want disclosed to the public, such data or information must be specifically designated as such on each page on which it is found. Data or information so identified shall be used by the Board solely for purposes of evaluating proposals and conducting contract negotiations and shall not be publicly disclosed. The Board shall be held harmless from any claim arising from the release of proprietary information not clearly identified as such by the Proposer.

Because of the need for public accountability, pricing terms and non-financial information concerning compliance with RFP specifications shall not be considered proprietary, even if such information is designated as such. The Board cannot guarantee that information designated as proprietary will not otherwise be required to be disclosed in accordance with the laws of the State of New Jersey.

D. Modification or Withdrawal of Proposal

Any proposal may be withdrawn or modified by written request of the Proposer, if such request is received by the Board at the above address prior to the date and time set for the receipt of proposals.

E. Right to reject

The Board reserves the right to accept any responsive proposal, to reject any and all proposals, and to waive irregularities or formalities if deemed to be in the best interests of the Board. The Board shall reject the proposal of any Proposer that is determined not to be a responsible bidder, or whose proposal is determined by the Board to be non-responsive.

The Board reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Board of a response to this RFP confers no rights upon the Proposer, nor any obligation upon the Board.

F. Cost of Proposal Preparation

The costs of preparing a proposal in response to this RFP will not be reimbursed by the Board.

III. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined within this section, with each of the prescribed forms completed in full (with the exception of any sections described as optional). Proposers not utilizing this format will be considered non-responsive. Each proposal will be reviewed prior to substantive evaluation for completeness and responsiveness. The Board reserves the right to eliminate from further consideration any proposal deemed by the Board to be substantially or materially non-responsive to the requests for information contained herein.

A. Table of Contents

- Section A. Table of Contents
- Section B. Vendor Profile
- Section C. Technical Aspects of Proposal
- Section D. Financial Aspects of the Proposal
- Section E. Required Documents

B. Vendor Profile

Section B of the proposal must contain the following information about the Proposer:

1. General Information: General information about the Proposer. At minimum, provide principal

place of business; other business locations; telephone numbers, names of contact persons and lead personnel; and qualifications of lead personnel.

2. **Experience:** Number of years experience providing Counseling program evaluations, number of public school districts the Proposer's has evaluated, with contact information for each.

C. Technical Aspects of the Proposal

The completed report should include the following:

1. An introduction with a review of the current college planning process.
2. Evaluation of our current practices, data with trends in past college acceptance rates and parent and student perceptions as to the college planning process.
3. Findings and recommendations
4. Budget implications, other considerations for implementation, and timelines.

Each proposal must explicitly indicate agreement to the acceptance criteria listed in this section.

D. Financial Proposal

Each proposal must state the total price to be charged to the Board for establishment and evaluation of Counseling program. At minimum, the price of each components should be itemized:

E. Required Documents

The following documents must be submitted with the proposal:

- Certificate of Insurance
- State of New Jersey Business Registration Certificate
- Non-Collusion Affidavit (**EXHIBIT A**)
- Ownership Disclosure Certification (**EXHIBIT B**)
- Affirmative Action Questionnaire (**EXHIBIT C**)
- Political Contribution Disclosure Form (**EXHIBIT D**)
- Proposer Certification of Qualification and Credentials (**EXHIBIT E**)
- Proposer Signature Form (**EXHIBIT F**)

F. Official Statements by Proposers

Proposals must contain the following certified statements with attestation by a person authorized to bind the Proposer to this RFP response:

1. Proposer has read and agrees to the terms and conditions set forth in the RFP
2. The terms and conditions set forth in the proposal will remain in effect for at least sixty(60) days from date of opening of the proposal.

The Board will not consider proposals from firms that do not satisfy the criteria set forth herein.

IV. SELECTION PROCESS

A. Timetable

The Board expects to undertake the selection process described below in accordance with the following schedule of critical dates:

The timeline for this Counseling Evaluation is as follows:

1. RFP Dissemination October 5, 2020
2. Proposal Submission October 30, 2020
3. Contract Awarded November 23, 2020
4. Initial Meeting of experts November 30, 2020
5. Data Gathering December 2020 - January 2021
6. Draft Report February, 2021
7. Presentation of Draft Report to Curriculum Committee March 11, 2021
8. Public Presentation Spring, 2021

B. Proposal Evaluation Procedure

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. The response shall be descriptive and contain sections in the same order as provided in Section III, "Proposal Format and Contents." Proposers are instructed to clearly identify any requirement of this RFP that the Proposer cannot satisfy. A Proposer's failure to comply with all provisions of the RFP may disqualify the Proposer's response.

All proposals will be evaluated by the Board and/or its consultants or representatives. The Board may conduct oral interviews with finalists to clarify information provided in the proposals. The Board will make its final selection based upon such factors as deemed by the Board to be in its best interests, in accordance with the criteria set forth in this RFP. The award shall be made to the most responsive and responsible Proposer meeting the specifications set forth in the RFP, price and other factors considered.

Examination and evaluation of the proposals will commence after the public opening of the proposals.

No proposal information or results will be provided via telephone. No proposal may be withdrawn for a period of sixty (60) calendar days of the public opening date. Proposals, proposed amendments to proposals, or withdrawal requests received after the time advertised for public opening of the proposals will be void regardless of when the request may have been mailed. Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for public opening of proposals or any authorized postponement of the opening date. Proposals received after the proposal due date will not be considered.

The Board reserves the right to accept or reject, in whole or in part, any or all responses to the RFP. The Board will reject the response of any Proposer that is determined not to be responsible consistent with applicable law, or that is deemed to be non-responsive. The Board reserves the right to waive minor variances or irregularities in responses to this RFP if the Board deems such a limited waiver to be in the best interests of the Board. Any such waiver will not modify any other RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other legal requirements.

C. Proposal Evaluation

During the evaluation process, vendors may be invited for an interview and may be requested or allowed the opportunity to do a product demo to demonstrate the potential benefits and shortcomings of their proposed solution.

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses. The criteria are not necessarily listed in order of significance.

1. Company Overview and Qualifications (30%). Consideration will be given to Proposers that demonstrate strong capabilities, experience, expertise, financial strength and stability, resources, proven track record, and favorable reputation for planning, developing and implementing successful Counseling program evaluation as described in this RFP. The Proposer should demonstrate a record of experience program evaluations, including not less than five clients for which Proposer has successfully implemented a counseling program evaluation.

2. Ability to Satisfy RFP Requirements and Implement Project (30%). Consideration will be given to proposals demonstrating ability to carry out the tasks and responsibilities outlined in the RFP.

3. Price Proposal (40%). Consideration will be given to proposals that responsibly maximize the net economic benefit of the project to the Board while minimizing cost and financial risk.

V. TERMS AND CONDITIONS OF RFP AND PROPOSED CONTRACT

The following terms and conditions shall apply to the RFP process and the Contract executed with the selected Proposer:

1. Laws and Regulations

All applicable Federal, State and local laws and regulations, including the policies of the Board, shall apply to the RFP process and any resulting Contract, and are hereby incorporated by reference.

2. Subcontracting and Assignment

To the extent that the successful proposer subcontracts any portion of the services identified, hereunto, successful proposer is responsible for the subcontractors compliance with the terms and conditions of the contract.

3. Modifications of RFP, Award and Contract

No modification of the RFP, scope of award or the resulting Contract shall be binding upon the Board unless duly approved and signed by a duly authorized representative of the Board.

4. Qualifications of Proposers

The Board may make such investigation as it deems necessary to determine the qualifications of the Proposers to provide the requested services. The Proposer shall promptly furnish any

information and data for this purpose as shall be requested by the Board. The failure of a Proposer to timely produce information and data requested by the Board may provide a basis for rejection of the proposal.

All Proposers shall submit a statement affirming that as of the time the proposal is submitted, Proposer is not included on the list of debarred, suspended or disqualified contractors maintained by the New Jersey Treasurer or any Federal agency. Proposer shall immediately notify the Board if Proposer is placed upon the list of debarred, suspended or disqualified contractors after submission of the proposal.

5. Ownership Disclosure

Proposer shall submit with its bid a statement setting forth the names and addresses of all stockholders if Proposer is a corporation, or partners if Proposer is a partnership, who own or control a ten percent (10%) or greater interest therein. If one or more stockholder or partner is itself a corporation or partnership, the Proposer shall submit such further disclosures as are required by law and this RFP.

6. Non-Collusion Affidavit

The Proposer shall submit with its bid an executed Statement of Non-Collusion, utilizing the form attached to this RFP.

7. Form of Agreement

The Contract executed with the awarded Proposer shall meet the requirements set forth in this RFP. The Contract shall be subject to all statutes, rules and regulations applicable to public contracts under the laws of the State of New Jersey.

8. Ambiguity, Conflict or Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the Board of such error in writing, which notice can be delivered by hand, mail, overnight carrier, facsimile or E-mail.

9. Revisions to the RFP

If it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by the Board in writing. Any RFP addendum shall be posted on the Board's website. Any addendum to, and/or clarification or revision of this RFP shall become part of this RFP and, if appropriate, part of the Contract that derives from the RFP.

10. Specification Changes, Additions and Deletions

All changes to proposal documents shall be through written addendum, clearly marked and furnished to the Board at the above address prior to the opening date of the proposals. Verbal communications and information will not be considered or incorporated as part of a proposal. Proposers shall not be permitted to alter the terms of their proposal after the time and date of the submission thereof.

11. Telegraphic/Electronic Proposal Submittal

Proposals forwarded via electronic, telephonic or facsimile devices are **NOT** acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their Proposal either by express courier, postal service or other means. The Board shall not be

responsible for premature opening or late delivery of Proposals not properly marked or addressed, or for late delivery by mail or delivery service.

12. Conditional Proposals

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereof. Proposals received after the advertised time will not be considered.

13. Costs

The Board assumes no responsibility for costs incurred by Proposers in the development, preparation and submittal of responses to this RFP.

14. Rejection of Responses

The Board reserves the right to accept or reject, in whole or in part, any or all responses to this RFP. The Board shall reject the response of any Proposer which is determined not to be responsible or whose response is deemed to be non-responsive in accordance with the criteria set forth in this RFP.

The Board reserves the right to waive minor variances in responses to this RFP if the Board considers such action to be in the best interests of the Board. Any such waiver shall not modify any remaining RFP requirements nor excuse any Proposer from full compliance with all other RFP specifications and contract requirements if the Proposer is awarded the contract.

The failure of a Proposer to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

15. Disclaimer

The Board reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Board of a response to this RFP confers no rights upon the Proposer, nor obligations upon the Board in any manner.

16. Competitiveness and Integrity

The proposal process defined within this RFP is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will apply a consistent method of review and metrics to score proposals. Proposers are to direct all communications regarding their proposal only to the School Business Administrator and are not to contact Board officials or employees directly unless specifically directed to do so by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offending Proposer's proposal.

17. Affirmative Action

Each Proposer shall submit one of the following documents:

- a) A photocopy of a valid letter that the Proposer is operating under an existing Federally approved or sanctioned affirmative action program;
- b) A photocopy of a Certificate of Employee Information Report approval, issued in

accordance with N.J.A.C. 17:27-4; or

- c) A photocopy of an Employee Information Report (Form AA 302) to be submitted by the Proposer in accordance with N.J.A.C. 17:27-4.

Proposers shall be required to comply with the provisions of N.J.A.C. 17:27-1 et seq., regarding affirmative action.

18. New Jersey Business Registration Certificate and Sales and Use Tax

Proposers are requested to comply with the following:

- a) **Business Registration Certificate Requirement:** All Proposers shall provide a current Certificate of Business Registration with their proposals. Business Registration Certificates must be submitted as required at the time of contracting for those goods and services.

- b) **New Jersey Sales and Use Tax Requirements:** All Proposers, or Proposers with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity is deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

The successful Proposer agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in any contract documents entered in connection with this project to the contrary, the Proposer shall indemnify, defend and hold the Board harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Proposer's failure to comply with the terms and condition of P.L. 2004, c.57 to the fullest extent permitted by law and public policy.

19. Americans With Disabilities Act

It shall be a condition that any company supplying goods or services in connection with this project must be in compliance with the appropriate provisions of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation enacted pursuant thereto. A signed, written certificate stating compliance with the

Americans with Disabilities Act may be required, upon request by the Board. In addition, the successful Proposer shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplemented, and with the regulations promulgated by the State Treasurer pursuant thereto.

20. Political Contribution Disclosure

New Jersey State law requires that contractors receiving contracts from public entities which, in the aggregate, exceed \$50,000.00 within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A. 19:44A-20.13. The successful Proposer must determine if such filing is necessary.

21. Common Language

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular include the plural, and words in the plural include the singular. Additionally, words in the masculine shall include the feminine, and words that are gender neutral may refer to either gender.

22. Insurance

- a) The successful Proposer shall be liable to the Board, its employees, officers and agents for injury including bodily injury, death, damages to or destruction of property caused by the negligent acts, or errors or omissions of the Proposer or subcontractors in breach of the terms of this contract. The successful Proposer shall procure, and shall require all subcontractors to procure, prior to the commencement of services, and maintain, at its expense until final acceptance by the Board of all services required under the Contract, insurance for liability for damages assumed under the Contract, of the kinds and in the amounts provided below, with insurance companies authorized to do business in the State of New Jersey. All such policies shall name the Board as an "additional insured".

The insurance carriers shall have a rating of not less than "A-" in the current A.M. Best Manual and must be approved by the Board.

- b) The successful Proposer shall procure and maintain at all times the below-listed types of insurance with limits of liability in at least the amounts listed below:
 - i) Commercial General Liability Insurance. The minimum amount of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage)/\$2,000,000 aggregate, including products, completed operations and contractual liability insurance.
 - ii) Workers' Compensation Coverage. Workers' Compensation and Employers' Liability Coverage shall be provided as statutorily required by the State of New Jersey for all employees of Proposer and/or subcontractors.
 - iii) Excess Liability Coverage. Excess liability coverage in the amount of not less than

\$3,000,000 shall be in the form of an Umbrella policy, and shall specifically be endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' compensation policy, and the Comprehensive Automobile Liability policy.

iv) Technology (Errors and Omissions). Technology Errors and Omissions insurance must be maintained, with coverage retroactive to the date of the Contract or the "kick-off date," whichever is earlier. Such coverage must be maintained for a period of three (3) years after the date of final payment by the Board or, if said coverage is not commercially available for such term, then for such term as is commercially available.

Certificates of the required insurance as listed above with a thirty (30) day notice of cancellation provision, with the Board listed as certificate holder, shall be submitted to the Board. Copies of the policies shall be submitted to the Board upon request.

23. Liability and Limitation of Liability

The successful Proposer shall agree to assume all risk of loss and to indemnify and hold the Board, its officers, agents and employees, harmless from and against any and all third party demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss or damage to, or destruction of property (including Board property) arising out of any act or omission of the successful Proposer, its employees or agents that are in breach of the terms of this Contract, except losses resulting from the negligence or breach of the Board or its employees, agents or students. Successful Proposer agrees to reimburse the Board for all costs and reasonable attorneys' fees expended by the Board to enforce this indemnity provision.

The successful Proposer shall indemnify, defend and hold the Board harmless from and against any third party claim that the work performed or goods provided as a part of the Contract infringes upon a domestic patent, copyright, trademark or other intellectual property right by paying all amounts in settlement of the claim or as otherwise awarded by a court of law or other judicial or quasi-judicial body having jurisdiction over any such claim. The successful Proposer shall have full authority to defend such claims and notwithstanding the foregoing, the successful Proposer shall have no indemnification obligation under this paragraph to the extent the claim related to materials, data or instructions provided by the Board or its employees, agents or Students.

Neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, liquidated, punitive or consequential damages, connected with or resulting from performance or non-performance of the Contract (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under the Contract), and increased expense of, reduction in or loss of power generation production or equipment used therefor.

Notwithstanding anything in this Contract to the contrary, under no circumstance or theory of

liability shall either party be liable to the other (or their respective officers, employees, students, agents, successor or assigns) under any theory or cause (including but not limited to for indemnification obligations) for an amount in the aggregate that exceeds the total amount actually paid by the Board to the successful Proposer during the prior twelve months.

24. Termination of Contract

Either party shall have the ability to terminate the Contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of sixty (60) days to cure the breach. If the breach is not cured during such period, the non-breaching party may then terminate the contract.

Without prejudice to any other right or remedy available to the Board at law or in equity in connection with any event described below, the Contract may be terminated by the Board if the successful Proposer, or any parent company of the Proposer, shall:

File a voluntary petition in bankruptcy, or have an involuntary petition filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) or have an order for relief entered against it. The provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, shall be applicable to the Contract;

Become insolvent or have a receiver or other officer having similar powers appointed to take control of its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or admit in writing its inability to pay its debts as such debts become due.

25. Equal Employment Opportunity

During the implementation of the Contract, the successful Proposer shall comply with the Mandatory Equal Employment Opportunity Language attached hereto.

26. Buy American

Proposer agrees that in the performance of the work, only manufactured and farm products of the United States will be used in the work, wherever available, pursuant to N.J.S.A. 18A: 18A-20.

27. Governing Laws and Consent to Jurisdiction

The Contract shall be governed by the laws of the State of New Jersey. The successful Proposer shall agree that any action or proceeding that arises in any manner out of performance of the RFP or Contract, shall be litigated in the Superior Court of New Jersey, Hunterdon County, State of New Jersey, and the Proposer shall consent and submit to the jurisdiction of the Superior Court.

28. Permits and Licenses

The successful Proposer shall, at its own expense, be required to provide and maintain any and all permits and licenses as required by law.

EXHIBIT A:

NON-COLLUSION AFFIDAVIT

DATE: _____
FROM: _____
PHONE: _____
E-MAIL: _____
FAX: _____

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or otherwise colluded in any manner with any other person, or otherwise taken any action that would restrain or impede open and free competition and competitive bidding for this project; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without agreement or collusion with any other Proposer, competitor, potential competitor or other person; and that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer, competitor or person not affiliated with Proposer.

We further certify that no requirement or commitment, direct or indirect, was made to any person, or elected official and that no undisclosed benefit of any kind was promised to anyone connected with this project.

We further certify that no person or selling agent has been employed or retained to solicit or secure the contract that is the subject of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

We certify that the foregoing statements are true and accurate under penalty of perjury.

The undersigned, by submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the New Jersey School District Board of Education in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

SIGNATURE _____ DATE _____
TYPE OR PRINT NAME: _____ TITLE: _____
FEIN or TAX ID # _____
ADDENDA ACKNOWLEDGED _____ DATE: _____

EXHIBIT B:

OWNERSHIP DISCLOSURE CERTIFICATION TO BE SUBMITTED WITH PROPOSAL

In order to conform with N.J.S.A.52:25-24.2, all corporations or partnerships shall provide the following information:

- 1. Name of Firm: _____
- 2. Type of Business Organization (Check appropriate type)

Partnership _____ Corporation _____ Sole Proprietorship _____
Limited Partnership _____ Limited Liability Corporation _____ Limited Liability Partnership _____
Subchapter S Corporation _____

- 3. Name of State in which Incorporated: _____

The following individuals own ten percent (10%) or more of any class stock in the corporation or are ten percent (10%) or more Partners in the Firm:

NAME	ADDRESS	TITLE	PERCENTAGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Or, I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or interest in the business entity.

IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, THEY SHALL ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

The above information is true and correct to the best of my knowledge. (Signature)

(Name) _____

(Title) _____

(Address) _____

Subscribed and sworn to before me
This _____ day of _____, 201__ .
(Seal) Notary Public of New Jersey/ Specify Other State
My commission Expires _____, 201__ .

EXHIBIT C:

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question shall be answered by all Proposers.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval. This letter cannot be more than one year old from the date of issuance.

If no, the Proposer may still submit a Proposal on the Project if the question is answered.

PROPOSER (Signature)

PROPOSER (Print Name)

County Name: Hunterdon

State: Governor, and Legislative Leadership Committees

Legislative District #s: 23, & 24

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Alexandria Township
Bethlehem Township
Bloomsbury Borough
Califon Borough
Clinton Town
Clinton Township
Delaware Township
East Amwell Township
Flemington Borough

Franklin Township
Frenchtown Borough
Glen Gardner Borough
Hampton borough
High bridge Borough
Holland Township
Kingwood Township
Lambertville City
Lebanon Borough

Lebanon Township
Milford Borough
Raritan Township
Readington township
Stockton Borough
Tewksbury Township
Union Township
West Amwell Township

Boards of Education (Members of the Board):

Alexandria Township
Bethlehem Township
Bloomsbury Borough
Califon Borough
Clinton Town
Clinton Township
Delaware Township
Delaware Valley Regional
East Amwell Township
Flemington-Raritan Regional

Franklin Township
Frenchtown Borough
Glen Gardner Borough
Hampton borough
High bridge Borough
Holland Township
Hunterdon Central Regional
Kingwood Township
Lambertville City
Lebanon Borough

Lebanon Township
Milford Borough
N Hunt/Voorhees Regional
Readington township
South Hunterdon Regional
Stockton Borough
Tewksbury Township
Union Township
West Amwell Township

Fire Districts (Board of Fire Commissioners)

East Amwell Township Fire District No. 1
Franklin Township Fire District No. 1

Lambertville City Fire District No. 1

EXHIBIT E:

PROPOSER CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

STATE OF NEW JERSEY

COUNTY OF _____ SS:

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 the firm of _____, the Proposer submitting the Proposal herein and that I executed the said Proposal with full authority to do so. The firm of _____ possesses the qualifications and credentials to fully and completely perform the contract outlined in the Request for Proposal. Name of Proposer

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 201 ____ .
(Seal) Notary Public of New Jersey/ Specify Other State
My Commission Expires _____ 201 ____ .

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

EXHIBIT F:

PROPOSER SIGNATURE FORM

The undersigned duly authorized representative of Proposer, having examined these documents and having full knowledge of the conditions under which the products and services described herein must be performed, hereby represents that Proposer will fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that Proposer will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

ADDENDA FORM:

The undersigned hereby acknowledges receipt of the following applicable addenda:

1. LIST AND DATE WHEN RECEIVED BY PROPOSER
2. ETC..

SUBMITTING FIRM:

Company Name: _____
Authorized Signature _____
Company _____
Address _____
Printed Name Title _____
Telephone _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq.,
N.J.A.C. 17:27
CONSTRUCTION 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, where applicable, will send to each labor union or representative of workers will) 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division , that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that, a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A., 10:5-31 *et. seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction grade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and , women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - a. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work: of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division, [if necessary, the contractor or subcontractor shall hire *or* schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below,
 - b. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - c. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction total, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form A 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly project Workforce Report once a month thereafter for the duration of this contract to the Division and public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of New Jersey Administrative Code at N.J.A.C. 17:27.