Winslow Township School District

REQUEST FOR PROPOSALS

For

Occupational Therapy and/or Physical Therapy

2020-21 School Year

Due 10:00 a.m. Thursday
May 14, 2020
REQUEST FOR PROPOSALS

OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY SERVICES

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 18A:18A-4.1, et.seq., New Jersey Pay to Play, and other legislative enactments, more specifically Chapter 271 of the laws of the State of New Jersey, the Winslow Township Board of Education, located at 40 Coopers Folly Road, Atco, NJ 08004 is seeking responses to this Request for Proposal (RFP) for the following professional services to be provided to the Board of Education for the period July 1, 2020 to June 30, 2021:

Occupational Therapy and/or Physical Therapy Services

Copies of this Request for Proposal are on file at the Business Administrator/Board Secretary’s Office 40 Coopers Folly Road, Atco, NJ 08004 and may also be downloaded from the Board of Education's website, under the section entitled "Bids, RFP’s, and Quotes".

All responses to this RFP must be received by the Business Administrator/Board Secretary no later than Thursday, May 14, 2020 10:00 a.m. at the District offices located at 40 Coopers Folly Road, Atco, NJ 08004. Responses may be mailed or delivered and deposited in the locked drop box, located in vestibule of the main entrance of the Administration Building between 8:00 a.m. and 4:00 p.m. Monday through Friday, with the exception of holidays. The responsibility to confirm delivery is solely upon the vendor responding to the proposal. All questions concerning this notice should be addressed to the Business Administrator/Board Secretary, Tyra McCoy-Boyle, at 856-767-2850 ext. 7501 or by email to mccoyty@winslow-schools.com.

A. INSTRUCTIONS TO PROPOSERS

1. INTENT:

   The intent of this proposal is to establish an Agreement with one or more qualified Proposer(s) to provide professional occupational therapy and/or physical therapy services to certain District pupils on an independent contractor basis. If possible, one provider will be designated as the primary provider of services and other providers may be designated as secondary providers.

2. DEADLINE FOR RESPONSES AND DELIVERY LOCATION

   Responses to the RFP must be submitted to the District no later than 10:00 a.m. on Thursday, May 14, 2020. Proposals must be in a sealed opaque envelope and clearly marked "OT/PT Services." Submit original and three (3) copies of the proposal. Proposals should identify a contact person, and the name and office of the person who prepared the proposal. Responses may be mailed or delivered and deposited in the locked drop box, located in vestibule of the main entrance of the Administration Building between 8:00 a.m. and 4:00 p.m. Monday through Friday, with the exception of holidays. The responsibility to confirm delivery is solely upon the vendor responding to the proposal. Responses must be mailed, sent via courier, or delivered to:
   Winslow Township Board of Education
   40 Coopers Folly Road
   Atco, New Jersey 08004
   Attention: Tyra McCoy-Boyle, Business Administrator/Board Secretary
The District shall not be responsible for submissions incorrectly mailed or misdirected. Responses received by the District after the date and time specified above will not be considered.

Proposals will be examined promptly after opening at **10:00 a.m. on Thursday, May 14, 2020**, and an evaluation process will be initiated. No proposal information or results will be given over the telephone. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date. Proposals, amendments thereto or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

3. **RESPONSE TO REQUEST FOR PROPOSAL (RFP)**

Proposer's response must be in strict compliance with the RFP. Failure to comply with the requirements of this RFP may disqualify the Proposer's response from consideration.

**LATE PROPOSALS WILL NOT BE ACCEPTED**

4. **QUESTIONS OR REQUESTS FOR INFORMATION AND FORM OF CONTRACT**

Proposers shall direct all questions or requests for information in writing, by e-mail (preferred, mccovty@winslow-schools.com), or mail to Tyra McCoy-Boyle, Business Administrator/Board Secretary at the address. All questions and/or requests for information must contain an address where responses can be directed.

All questions and/or requests for information should reference the section or addendum of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP.

The form of Agreement will be utilized is attached hereto, which shall include the within Request for Proposal and requirements thereof unless specifically stated to the contrary in the Agreement. The Agreement will be subject to all statutes, rules and regulations applicable to Public Contracts under the laws of New Jersey. Any provision of the Agreement or of the Proposal that is in conflict with the laws of New Jersey and/or local statute or ordinance shall be null and void.

5. **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 District of such error in writing, which can be delivered by hand, mail, overnight carrier, or e-mail addressed to Tyra McCoy-Boyle, Business Administrator/Board Secretary, e-mail address mccovty@winslow-schools.com.

6. **REVISIONS TO THE RFP**

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision shall be by a letter, electronic mail ("e-mail") or written addendum to the RFP. If the clarification or revision is made by e-mail, it will include a "Re:" that refers to this Request for Proposal and will indicate that it includes a clarification or revision. Only those Proposers who have already received the proposal documentation directly from the District will be provided the clarification or revision. Each such clarification and/or revision to this RFP shall become part of this RFP and part of the contract arising from the RFP.
7. PROPOSAL FORM, REPRESENTATION AND CHANGES THERETO

Each proposer must submit an original proposal and three (3) additional copies. The original of the proposal shall be duly executed. Each proposal shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with 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 in the matter. All corrections, white-outs, erasures or other forms of alteration to prices must be initialed and dated in ink by the Proposer.

Changes may be made to a proposal that has been submitted only prior to the opening date of the proposals. All such changes to proposal documents shall be through written addendum, clearly marked and furnished to the District at the aforementioned address. Verbal information obtained otherwise will not be considered in awarding of 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.

8. ELECTRONIC PROPOSAL SUBMITTAL

Proposals sent by electronic or facsimile devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposal either by express courier, postal service or other means. The District 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.

9. REJECTION OF RESPONSES

The District reserves the right to accept or reject in part or in whole any or all responses to this RFP submitted. The District shall reject the response of any Proposer who is determined not to be responsible or whose response is deemed to be non-responsive.

The District reserves the right to waive minor variances in responses to this RFP provided that the District considers such action to be in the best interest of the District. Any such waiver shall not modify any remaining RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other 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.

10. BASIS OF PROPOSAL AWARD

Award of proposal shall be made to the most responsive and responsible proposer meeting the specifications, price and other factors considered, as determined by the District. Proposal evaluation and criteria are stated later in the RFP.

11. DISCLAIMERS

The District 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 District of a response to this RFP confers no rights upon the Proposer nor obligations upon the District in any manner.
B. MINIMUM REQUIRED QUALIFICATIONS

All RFP’s for professional service contracts shall include at a minimum documentation demonstrating compliance with the following requirements:

1. The proposer shall have one (1) or more licensed professionals on staff whose major work focus is the provision of Occupational Therapy and/or Physical Therapy Services. The proposer shall identify the person or persons who will be primarily responsible for the services required hereunder and provide a description of each individual's experience.

2. Each individual providing services to District pupils must possess a current valid standard educational services certificate issued by the New Jersey Department of Education with an endorsement of school occupational therapist or physical therapist as well as a current valid New Jersey occupational therapy license or physical therapy license.

3. The proposer must demonstrate it has a minimum of three (3) years of experience providing the services to at least three (3) New Jersey public school districts. (Except for a sole provider, the individual specialists furnished by the provider shall have a minimum of one (1) year's experience.)

4. All additional forms required under Section E. below must also be provided.

C. SCOPE OF SERVICES

The professionals furnished by provider shall have the responsibility of providing services for the 2020-2021 school year that may include direct services, consultation and evaluation services as determined by the District's needs.

1. Each occupational therapist furnished by the provider must be capable of providing up to 21 hours per week for each full week (Monday-Friday inclusive) that the District's schools are in session. Continuity of services to each pupil by one specific specialist is essential to the scope of this RFP. For the 2020-2021 school year, the District will contract for the provision of up to 20 hours per week based on a regular 5 day week; however, this amount is subject to revision. The proposer must identify in its proposal the total number of hours per week of services to which it is capable of committing.

2. The occupational therapists will be responsible to provide the following range of services within the contracted hours of service:

- Provide occupational therapy services to students identified by the District in accordance with the terms in each student's IEP or Section 504 Plan.
- Therapist will within the assigned hours perform day-to-day responsibilities as required by District-level supervisor or building administrator.
- Track students' progress
- Attend and participate in meetings related to student progress when requested by District personnel.
- Attend meetings such as IEP, 504, district-level and faculty as required by district personnel.
- Consult with other individuals and team members relative to achievement and programming for the student's goals and objectives.
- Write goals and objectives and/or present levels of academic and functional performance as required by the District.
- Administer appropriate evaluations in accordance with standard practice and procedure.
• Provide all required reports to District personnel.
• Log SEMI services.
• Provide such other services, within the scope of professional responsibilities and qualifications, as may be required by the District.

3. Each physical therapist furnished by the provider must be capable of providing a minimum of 2-3 hours of services for each month that the District's schools are in session. Continuity of services to each pupil by one specific specialist is essential to the scope of this RFP. For the 2020-2021 school year, the District is contracting for the provision of up to 3 hours per month based on a regular 5 day week; however, this amount is subject to revision. The proposer must identify in its proposal the total number of hours per week of services to which it is capable of committing.

4. The physical therapists will be responsible to provide the following range of services within the contracted hours of service:

• Provide physical therapy services to students identified by the District in accordance with the terms in each student's IEP or Section 504 Plan.
• Therapist will within the assigned hours perform day-to-day responsibilities as required by District-level supervisor or building administrator.
• Track students' progress
• Attend and participate in meetings related to student progress when requested by District personnel.
• Attend meetings such as IEP, 504, district-level and faculty as required by district personnel.
• Consult with other individuals and team members relative to achievement and programming for the student's goals and objectives.
• Write goals and objectives and/or present levels of academic and functional performance as required by the District.
• Administer appropriate evaluations in accordance with standard practice and procedure.
• Provide all required reports to District personnel.
• Log SEMI services.

5. It is also preferred, but not required, that the provider be capable of providing professional development services to District staff as part of the services to be furnished at the quoted hourly rate.

6. Provider shall at no additional cost to the District provide all necessary administrative paperwork, including but not limited to monthly log of services and billing information on District required forms. The provider shall include the District-assigned purchase order number on every invoice submitted for payment. Invoices for payment must be submitted within sixty (60) days of the date of service delivery.

7. The District may make such investigation as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish any information and data for this purpose as the District may request. The District reserves the right to interview proposers to determine the ability to satisfactorily perform the services.

D. TERMS AND CONDITIONS

1. TERM OF CONTRACT

The term of the contract will commence July 1, 2020 and continue through June 30, 2021.
2. LAWS AND REGULATIONS

All applicable federal, New Jersey state, and local laws and regulations, as well as policies of the Winslow Township School District shall apply to the award throughout and are incorporated here by reference.

3. SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval of the District.

4. MODIFICATIONS OF AGREEMENT

No modification of award shall be binding upon the District unless made in writing and signed by an authorized agent or the District except as provided herein.

The Winslow Township Board of Education expressly reserves the right in any contract awarded as a result of this RFP, to withhold payment to any vendor should services not be provided on-site or to the District in general, caused by a District wide school closure. Moreover, the District reserves the right upon such occurrence to renegotiate, in good faith, the terms of any contract, in its discretion.

5. INSURANCE

Proposer shall maintain the insurance specified below:

(a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars ($1,000,000.00) with respect to injury or death of a single person and Three Million Dollars ($3,000,000.00) in the aggregate, and One Million Dollars ($1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00);

(b) Workers' Compensation Insurance coverage in the statutory amount.

(c) Employer's Liability Insurance coverage in an amount not less than five Hundred Thousand Dollars ($500,000.00) each accident;

(d) Automobile Insurance coverage on all vehicles used in performance of the Agreement in an amount not less than One Million Dollars ($1,000,000.00) for injuries, including accidental death to any one person and property damage insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence; and

(e) Professional Liability Insurance coverage in an amount of not less than One Million Dollars ($1,000,000.00) with respect to a single claim and Three Million Dollars ($3,000,000.00) in the aggregate.

Proposer shall provide the Board with proof of the above insurance coverage with its proposal. If awarded a contract, the proposer shall also furnish an insurance certificate or certificates on the standard ACCORD form attesting to all required insurance coverage prior to commencing any Work hereunder. The coverage set forth above in (a) above shall name the Winslow Township Board of Education as an additional insured.
All policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New Jersey and rated as "A-" or better, as determined by A.M. Best Company. The certificate(s) shall include a provision requiring at least thirty (30) days' notification to the Board in the event of cancellation. Proposer shall not commence operation until such certificate(s) of insurance are submitted to the Board.

6. CRIMINAL BACKGROUND CHECK

The Provider shall ensure that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed for anyone providing the Services on behalf of the Provider as required by N.J.S.A.18A:6-7.1 et seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services by the individual.

7. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

https://www.state.nj.us/education/crimhist/preemployment/

8. AMERICANS WITH DISABILITIES ACT/LAW AGAINST DISCRIMINATION

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the District. In addition the successful Proposer shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplanted and with the regulations promulgated by the State Treasurer pursuant thereto.

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

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

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

New Jersey State law requires that contractors receiving contracts which, in the aggregate, exceed $50,000.00 from public entities 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 filing is necessary.

11. USE OF BOARD'S NAME

Except as otherwise provided in this RFP, the successful Proposer shall not use the District's name in advertising unless the request is received in writing and approved in writing by the District. Any license to utilize the District’s name will be contingent upon mutual agreement on the amount of compensation to be provided to the District for such use.

12. LIABILITY

Successful Proposer agrees to assume all risk of loss and to indemnify, defend and hold the District, its officers, agents and employees, harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of damage to, or destruction of property (including property of the District) arising out of any act or omission of the successful Proposer, its employees or agents in the performance of the contract awarded in response to the proposal. Successful Proposer agrees to reimburse the District for all costs and attorneys' fees expended by the District in enforcement of this indemnity provision.

13. TERMINATION OF CONTRACT

For the contract term, either party may terminate the contract on thirty (30) days written notice, with or without cause.

14. PROPOSAL EVALUATION

Proposal evaluation will be performed by the District. The award of contract(s) shall be made to the responsive and responsible Proposer(s) whose response to the RFP is determined to be the most advantageous to the District, price and other factors considered, taking into consideration the following proposal criteria:

- Technical Specifications: The Proposer's general approach and plans meeting the requirements of this RFP; understanding of scope of work to be performed.

- Experience and Ability: The Proposer's ability to meet minimum requirements and documented experience in successfully completing contracts of a similar size and scope to those required by this RFP; qualifications and experience of the professionals who will provide the services.

- Management Criteria: The qualifications and experience of the Proposer's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
• Cost Criteria: The Proposer's Cost Proposal. The proposal shall identify whether clerical and other overhead costs, including but not limited to travel costs, are included in the quoted hourly rate or if they will be billed separately or not at all.

E. REQUIRED DOCUMENTATION

The following shall be included with the proposal:

1. Proposal Form
2. New Jersey Business Registration Certificate
3. Statement of Ownership Disclosure
4. Completed W-9
5. Non-Collusion Affidavit
6. Disclosure of Investment Activities in Iran
7. Political Contribution Disclosure Form
8. Affirmative Action Statement
9. Vendor Certification
10. Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors
11. Description of Company
13. Provide at least three references, including contact information
14. Assurance of Compliance
THIS AGREEMENT made as of July 1, 2020 by and between the WINSLOW TOWNSHIP BOARD OF EDUCATION ("Board"), located at 40 Coopers Folly Road, Atco, NJ 08004 and ("Provider"), located at

RECITALS

WHEREAS, the Board has determined that it is in the Board's best interest to provide occupational therapy services ("Services") to certain of its students through an independent contractor; and

WHEREAS, the Provider employs individuals licensed by the State of New Jersey to provide the Services; and

WHEREAS, pursuant to N.J.S.A. 18A:18A-5, a contract retaining the professional services of the Provider may be negotiated and awarded by the Board via resolution, at a public meeting, without public advertising for bids; and

WHEREAS, it is the intention of the Board and the Provider to enter into an Agreement regarding the provision of the Services.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Board and Provider agree as follows:

The above recitals are repeated and incorporated as a material part of this Agreement.

1. Term. The Term of this Agreement shall be from July 1, 2020 to June 30, 2021.

2. Contract Documents. The documents comprising the parties' contract shall be the Board's Request for Proposals for the service, the Provider's response to the RFP, and this Agreement. In the event of any conflict among the terms of the various contract documents, the terms of this Agreement shall take precedence.

3. Provider Responsibilities.

A. Provider shall provide the Services set forth in Exhibit A.

B. The Provider and anyone providing the Services on behalf of the Provider shall provide the Services in accordance with the generally accepted standards of members of the same profession.

C. The Provider shall provide the Board with copies of documentation confirming that anyone providing the Services on behalf of the Provider has the certifications, licenses, skills and experience necessary to provide the Service as a condition precedent to the provision of the Services by the individual. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

D. The Provider shall ensure that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed for anyone providing the Services on behalf of the Provider as required by N.J.S.A.18A:6-7.1 et seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services by the individual.
E. The Provider shall ensure employees who have regular contact with students comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

F. The Provider shall comply with, and require that anyone providing the Services on behalf of the Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. The Provider and anyone providing the Services on behalf of the Provider shall, without limitation of the aforementioned, comply with: (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and implementing regulations at 34 CFR Part 99; and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 6A:7-1 et seq., N.J.A.C. 6A:7-1 et seq., and set forth in Exhibit A, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and the Equal Employment directives of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, as set forth in Exhibit A.

4. **Compensation.** The Board shall pay the Provider in accordance with the rates and terms/conditions set forth in Exhibit B. The rates and terms of payment set forth in Exhibit B, shall remain constant throughout the term of this Agreement.

5. **Late Fee.** The Board shall, in no instance, pay interest or penalty on any late payment made to the Provider. The Board shall endeavor to make payment in a timely manner.

6. **Suspension and Termination, Cancellation.**

   A. On thirty (30) calendar days' written notice, either party may suspend or terminate this Agreement, with or without cause, for any and all reasons and without penalty or prejudice.

   B. The suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the parties pursuant to this Agreement or as may exist at law or in equity, including but not limited to claims of errors and omissions and specific performance.

   C. Upon suspension or termination of this Agreement pursuant to this Paragraph 5, the non-suspending/terminating party agrees to cooperate with the terminating/suspending party, including the immediate provision of all information requested by the Board, in connection with the completion of the Services.

   D. The Provider shall not be entitled to compensation unless the Provider actually provides the Services, e.g. the Provider shall not be entitled to compensation if the Provider is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Provider, the Board, the Board’s officers, agents, employees or students. The Board shall use its best efforts to avoid cancellations. The Provider shall use its best efforts to provide a substitution for Services if the Provider, or anyone providing Services for the Provider, cancels Services. The Provider shall immediately notify the designated Supervisor of Special Education if scheduled Services cannot be met. The Board is not subject to a fee, fine, or penalty or prejudice in the event that Services are cancelled for any reason.
6. **Limitation on Liability/Indemnification.** The Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission or failure of the Provider arising out of or relating to the terms of this Agreement by the Provider or anyone performing the Services on behalf of the Provider; or (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Provider or anyone performing the Services on behalf of the Provider.

7. **Insurance.** The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

   (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars ($1,000,000.00) with respect to injury or death of a single person and Three Million Dollars ($3,000,000.00) in the aggregate, and One Million Dollars ($1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00);

   (f) Workers Compensation Insurance coverage in the statutory amount.

   (g) Employer's Liability Insurance coverage in an amount not less than five Hundred Thousand Dollars ($500,000.00) each accident;

   (h) Automobile Insurance coverage on all vehicles used in performance of the Agreement in an amount not less than One Million Dollars ($1,000,000.00) for injuries, including accidental death to any one person and property damage insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence; and

   (i) Professional Liability Insurance coverage in an amount of not less than One Million Dollars ($1,000,000.00) with respect to a single claim and Three Million Dollars ($3,000,000.00) in the aggregate.

   No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) through (e) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Provider shall also provide, upon the Board's request, full and complete copies of the insurance policies required by this provision. The coverage set forth above in (a) above shall name the Winslow Township Board of Education as an additional insured.

8. **Conflict of Interest.** The Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on behalf of the Provider are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.

9. **Inconsistency.** In the event any provision of this Agreement conflicts in whole or in part with any Proposal or prior understanding between the parties, the provisions of this Agreement shall control. Any Proposal or prior Agreement shall not be construed to impose duties or obligations on the Board beyond those set forth in this Agreement.

10. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. Any modifications to this Agreement must be set forth in writing and signed by an authorized representative of both parties.
11. Dispute Resolution. Any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to the Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Camden County, New Jersey. The Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then the Provider agrees that the Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Provider, or among the Board, Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

12. Independent Contractor. The parties agree that the Provider and anyone providing the Services on behalf of the Provider is an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Provider and anyone providing the Services on behalf of the Provider shall at all times remain in an independent contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes or any Federal or State withholdings.

13. Assignment. The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement, which shall not be unreasonably withheld.

14. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The Provider shall provide written notice to anyone providing the Services on behalf of the Provider of the responsibility to submit proof of Business Registration to the Provider, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.

15. Sales and Use Tax. The Provider shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et s.) on all of their sales of tangible personal property delivered into the State of New Jersey, 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 this Agreement.

16. Pay-to-Play. If applicable, the Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq, and shall submit the required Disclosure forms to the Board no later than ten (10) days prior to the award of this Agreement.

17. Default. In the event the Provider fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Provider shall be deemed to be in default of this Agreement and the Board shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The Provider may not maintain any action or effect any remedies for default against the Board unless and until the Board has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

18. Records Retention. The Provider and anyone providing the Services on behalf of the Provider shall retain any and all records in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board upon request.
19. **Equal Opportunity.** The Provider agrees, to the extent applicable, to comply with the mandatory provisions of the Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., annexed hereto and made a part hereof as Exhibit C, as such may be amended from time to time.

20. **Law Against Discrimination.** The Provider agrees, to the extent applicable, to comply with the mandatory provisions of the Law Against Discrimination, relevant portions of which are annexed hereto and made a part hereof as Exhibit D, as such may be amended from time to time.

21. **Entire Agreement.** This Agreement, and the Exhibits and Schedules hereto, represents the entire agreement between the parties. Any modifications to this Agreement must be set forth in writing and signed by an authorized representative of both parties.

22. **Non-Compete Clause.** The Board agrees that, for a period of twelve (12) months after termination of this Agreement, regardless of the reason for the termination, the Board will refrain from soliciting or offering a position (indirectly or directly) to any Therapist who has been introduced to the Board through the Provider or whose name or resume the Provider has furnished to the Board.

23. **Miscellaneous Provisions.**

   A. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express) or by certified mail, return receipt requested, addressed to each party as follows:

      **As to the Provider:**

      **As to the Board:**
      Winslow Township Board of Education
      40 Coopers Folly Road
      Atco, NJ 08004
      Attn: Tyra McCoy-Boyle, Business Administrator/Board Secretary

   B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

   C. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.

   D. In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.

   E. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

   F. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.
G. The Board expressly reserves the right in this Agreement to withhold payment to the Provider should services not be provided on-site or to the District in general, caused by a District wide school closure. Moreover, the District reserves the right upon such occurrence to renegotiate, in good faith, the terms of any contract, in its discretion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

________________________________   _______________________________
Winslow Township School District   Provider

________________________________   _______________________________
Date       Date
Exhibit A
To the Agreement Between
The Winslow Township Board of
Education
and

July 1, 2020
Scope of Services

1. The Provider will provide the services of occupational therapists to provide occupational therapy services as scheduled by the District for the Term of this Agreement in accordance with the terms of the District's Request for Proposals and Provider's response to same, including but not limited to: testing, evaluation, treatment, consultation, reporting, record keeping, other services customarily provided by Therapists who provide such services as well as any additional services specified by the Board to the Provider in writing ("Services").

2. At the Board's request, Provider will provide the Board with names and resumes of qualified Therapists who are licensed to provide occupational therapy services in the State of New Jersey. Provider warrants that (a) each such Therapist will be properly licensed in New Jersey, shall meet all professional criteria as may be required by the Board and shall hold all required certifications required by the Board and/or the State of New Jersey; (b) all Services rendered shall comply with all applicable Federal and state laws, rules and regulations as well as the rules and regulations of the Board and in conformity with the generally accepted standards of care of members of the same profession; and (c) the Therapist provided has a minimum of one (1) year experience in the area of their licensure unless otherwise agreed to by Board.

   The Board may interview Provider's proposed Therapists and require a visit to the Board's facility(ies) for the purpose of interviewing and/or meeting with employees of the Board. For any Therapist interviewed by the Board, Provider will provide the Board with documentation regarding the credentials and experience referenced on any resume including, but not limited to photocopies of licenses, registrations, certificates and insurance certificates. The Board shall have final say as to which such Therapists will provide the Services contemplated by this Agreement.

3. The Therapists shall provide the Services as follows:
   (a) Services shall only be furnished at the general direction of appropriate members of Board's professional staff.
   (b) Unless otherwise specified by Provider in writing, the Therapist will supply all materials reasonably required to perform the Services. All such materials provided by the Therapist shall be the Therapist’s property. All materials provided by Board shall be the Board’s property.
   (c) The Therapists shall participate in professional staff conferences and interdisciplinary conferences/IEP and/or 504 meetings for the purpose of planning, evaluating and scheduling Services to individual cases at the request of the Board.
4. The Board will provide Provider with appropriate student documentation. This could include the student's IEP/504 Plan, Transition Plans, and medical, psychological and educational reports. All information will be kept confidential.

5. Provider and each Therapist shall maintain adequate records of all Services, including dates of treatment and specification of Services provided to each client. Such records shall be the property of Board and shall remain confidential.

6. The number of hours of Services to be provided shall be determined by the Board and/or its employees. To the extent that a student assigned by the District has an Individualized Education Plan ("IEP) or 504 Plan, the Services shall be supplied in accordance with, and as determined by, the goals set forth in the student's IEP/504 Plan.

7. Services shall be provided within the hours of the regular school day and will not be provided on days in which District schools are not in session.

8. The Services provided by a Therapist may include, but not be limited to, the following:
   
   (a) Evaluate student’s abilities and administer diagnostic tests to assess the student's strengths and weaknesses in the area of the Therapist's expertise.
   
   (b) Establish realistic and anticipated goals for the student and the potential for utilization of Services to enable the student to function appropriately within the confines of the educational setting.
   
   (c) Establish a plan of treatment.
   
   (d) Provide the appropriate Services on a regular schedule of therapy as directed by the student's IEP (Individualized Educational Plan)/504 Plan.
   
   (e) Instruct the student and the student's family in support of and preventive measures to be carried out between visits to assist in improving student's functional educational performance relative to the area of the Service.
   
   (t) Prepare and submit the documentation and reports that are required by the Board. (Coordinate Services with other team members through arranging joint visits, communicating on a timely basis by telephone and/or written reports.
   
   (h) Participate in conferences related to the student's progress in planning for implementation of the student's educational plan.
   
   (i) Communicate with: 1) teachers; 2) administrators; 3) parents; 4) ancillary and auxiliary services and physicians through written records upon request.
   
   (ii) Log services for the New Jersey State Special Education Medicaid Initiative.
Exhibit B
To the Agreement Between
The Winslow Township Board of
Education
and

July 1, 2020
Compensation and Invoicing

1. The Provider shall be compensated at a rate of $___ per hour for the Services.

2. The Provider agrees, when invoicing the District, to delineate each student to whom Services were provided, the dates that such Services were provided, the nature of Services provided on each date and the Therapist and the amount due for such Services. The Provider shall submit all invoices for payment within sixty (60) days of the date the services were provided.

3. The Provider shall include on all invoices submitted for payment the purchase order number assigned to it by the District.

4. The Provider is not authorized to invoice for and the Board is not obligated to pay more than a maximum of $___ Dollars ($) for Services provided pursuant to this Agreement, unless a written Rider to adjust this amount is approved and signed by both parties.

5. The Board shall approve the Provider's invoice at the next regularly scheduled Winslow Township Board of Education meeting following the Administration's payment recommendation, provided that the Administration receives the invoice at least 10 days before the next regularly scheduled Winslow Township Board of Education Meeting. The Board shall make payment within sixty (60) days of the receipt of an approved invoice.
The Parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

(a) In the hiring of persons for the performance of work under this Agreement or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, including, without limitation, the Provider, nor any person acting on behalf of such Provider or subcontractor, shall, by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, discriminate against any person who is qualified and available to perform the work to which the employment relates;

(b) No contractor, including, without limitation, the Provider, subcontractor, nor any person acting on its behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;

(c) There may be deducted from the amount payable to the Provider by the Board, under this Agreement a penalty of $50.00 (fifty dollars) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Agreement; and

(d) This Agreement may be canceled or terminated by the Board, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Agreement occurring after notice to the Provider from the Board of any prior violation of this section of the Agreement.

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

All complaints of violation of the above shall be made to the Attorney General or his representative within the Department of Law and Public Safety authorized by him to act in the matter, within one hundred eighty (180) days after the date the alleged violation occurred.
During the performance of this contract, the contractor agrees as follows:

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
PROPOSAL FORM
Occupational and Physical Therapy Services
2020-21 School Year

TO: Winslow Township Board of Education       DATE:____________________

FROM: ___________________________
____________________________________

The undersigned proposes to furnish the services specified in the Request for Proposals at the following hourly rate:

$__________ - Occupational Therapy Services

$__________ - Physical Therapy Services

Additional charges, if any (specify):

The undersigned agrees to provide the following minimum amount of professional provider services to the School District:

__________ Hours per week of Occupational Therapy services.

__________ Hours per week of Physical Therapy services.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Winslow Township 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: ___________________________

TELEPHONE NUMBER: (___) ___________       EMAIL ADDRESS: ___________________________
ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the WINSLOW TOWNSHIP BOARD OF EDUCATION or anyone proposing to do business with the Winslow Township School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Winslow Township Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

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

Ms. Tyra McCoy-Boyle
Business Administrator
Board Secretary
TO: All Vendors

**UNAUTHORIZED ORDERS**

*Official Notification*

**Authorized Purchases**

The WINSLOW TOWNSHIP BOARD OF EDUCATION only recognizes purchases made through the approved purchase order process. All purchases require a:

*Written Purchase Order* with *authorized signatures* and a Purchase *Order Number*.

**Unauthorized Purchases**

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

**Vendors’ Responsibility**

- **Do NOT Honor Requests!**
  Vendors are not to honor or accept any requests for goods or services unless the vendor receives a *written purchase order* with *authorized signatures* and a purchase *order number*.

- **Contact the Business Office!**
  Please alert the Business Office if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**
  The WINSLOW TOWNSHIP BOARD OF EDUCATION will not be held responsible for any unauthorized orders or purchases.

**Authorized Signatures**

The WINSLOW TOWNSHIP BOARD OF EDUCATION will only recognize purchase orders signed by:

Ms. Tyra McCoy-Boyle, Business Administrator/
Board Secretary
STATEMENT OF OWNERSHIP DISCLOSURE

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

Name of Organization:______________________________________________________________
Organization Address:_______________________________________________________________
City, State, ZIP:

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

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

Part II Check the appropriate box

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

OR

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

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

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<th>Name of Individual or Business Entity</th>
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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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**Part IV  Certification**

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

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Insert W-9
NON-COLLUSION AFFIDAVIT

OT/PT Services

Re: Proposal for the WINSLOW TOWNSHIP BOARD OF EDUCATION.

STATE OF __________________)                                 Date: ____________________________
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
Position in Company

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

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

_________________________________________________________
(Print Name of Contractor/Vendor)

Subscribed and sworn to: __________________________________________________________

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _______ day of _______________________,   ____________________________
Month           Year

__________________________________________  _______________________________________
NOTARY PUBLIC SIGNATURE                  Print Name of Notary Public

My commission expires _________________  ____________________, __________.      – Seal –
Month                Day     Year
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL REND THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE “ADD AN ADDITIONAL ACTIVITIES ENTRY” BUTTON.

Name ______________________________________ Relationship to Bidder/Offeror _____________________________

Description of Activities ______________________________________________________________________________

____________________________________________________________________________________________________

Duration of Engagement ___________________________ Anticipated Cessation Date ______________________

Bidder/Offeror Contact Name ____________________________ Contact Phone Number ________________________

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

Full Name (Print): ______________________________ Signature: __________________________

Do Not Enter PIN as a Signature

Title: __________________________ Date: __________________________
P.L. 2005, Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed $17,500.00)

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

<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
<th>Name of Recipient Elected Official/Committee/Candidate</th>
<th>Name of Contributor</th>
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</tbody>
</table>

The Business Entity may attach additional pages if needed.

☐ No Reportable Contributions (Please check (√) if applicable.)

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

Certification

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

Name of Authorized Agent ____________________________________________________________

Signature _____________________________ Title ____________________________________

Business Entity______________________________________________________________
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

1 N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
CHAPTER 271

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

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

C.40A:11-51 Limitations on awarding public contracts to entities that made political contributions; authority of local units, no preemption by State law.

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

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

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

C.19:44A-20.26 Submission of list of political contributions by contractor to State, local agencies; definitions.

2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, or other than a county, independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and
"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

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

C.19:44A-20.27 Annual disclosure statement by business entity of contributions filed with ELEC; definitions; enforcement.

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

Approved January 5, 2006.
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

**County Name: Camden**

State: Governor, and Legislative Leadership Committees
Legislative District #s: 4, 5, 6, & 7

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

County:

<table>
<thead>
<tr>
<th>Freeholders</th>
<th>County Clerk</th>
<th>Sheriff</th>
<th>Surrogate</th>
</tr>
</thead>
</table>

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

| Audubon Borough | Gloucester City | Pennsauken Township |
| Audubon Park Borough | Gloucester Township | Pine Hill Borough |
| Barrington Borough | Haddon Heights Borough | Pine Valley Borough |
| Bellmawr Borough | Haddon Township | Runnemed borough |
| Berlin Borough | Haddonfield Borough | Somerdale Borough |
| Berlin Township | Hi-nella Borough | Stratford Borough |
| Brooklawn Borough | Laurel Springs Borough | Tavistock Borough |
| Camden City | Lawnsd Borough | Voorhees Township |
| Cherry Hill Township | Lindenwold Borough | Waterford Township |
| Chesilhurst Borough | Magnolia Borough | Winslow Township |
| Clementon Borough | Merchantville Borough | Woodlynne Borough |
| Collingswood Borough | Mount Ephraim Borough |
| Gibbsboro Borough | Oaklyn Borough |

Boards of Education (Members of the Board):

| Audubon Borough | Regional | Oaklyn Borough |
| Audubon Park Borough | Gibbsboro Borough | Pennsauken Township |
| Barrington Borough | Gloucester City | Pine Hill Borough |
| Bellmawr Borough | Gloucester Township | Pine Valley |
| Berlin Borough | Haddon Heights Borough | Runnemed borough |
| Berlin Township | Haddon Township | Somerdale Borough |
| Black Horse Pike Regional | Haddonfield Borough | Sterling High School District |
| Brooklawn Borough | Hi Nella | Stratford Borough |
| Camden City | Laurel Springs Borough | Tavistock |
| Cherry Hill Township | Lawnsd Borough | Voorhees Township |
| Chesilhurst | Lindenwold Borough | Waterford Township |
| Clementon Borough | Magnolia Borough | Winslow Township |
| Collingswood Borough | Merchantville Borough | Woodlynne Borough |
| Eastern Camden County | Mount Ephraim Borough |

(continued on next page)
Fire Districts (Board of Fire Commissioners):

Berlin Township Fire District No. 1
Cherry Hill Fire District No. 13
Gloucester Township Fire District No. 1
Gloucester Township Fire District No. 2
Gloucester Township Fire District No. 3
Gloucester Township Fire District No. 4
Gloucester Township Fire District No. 5
Gloucester Township Fire District No. 6
Haddon Township Fire District No. 1
Haddon Township Fire District No. 2
Haddon Township Fire District No. 3
Haddon Township Fire District No. 4
Lindenwold Borough Fire District No. 1
Pine Hill Borough Fire District No. 1
Voorhees Township Fire District No. 3
Winslow Township Fire District No. 1
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)
AFFIRMATIVE ACTION QUESTIONNAIRE

RFP # Date:

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

1. Our company has a federal Affirmative Action Plan approval.  □ Yes □ No
   
   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report  □ Yes □ No
   
   If yes, please attach a copy of the certificate to this questionnaire.

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

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

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

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

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: __________________________________________________________________

Signature _______________________________________________________________

Title ____________________________ Date _____________________

Name of Company _______________________________________________________

Address __________________________________________________________________

City, State, Zip __________________________________________________________________

To be completed, signed and submitted with the proposal form.
To be completed and returned with the proposal form.

Vendor Questionnaire/Certification

OT/PT Services

Name of Company _____________________________________________________________
Street Address ________________________________________ PO Box ________________
City, State, Zip ________________________________________________________________
Business Phone Number (___)_________________________ Ext. ___________________
Emergency Phone Number (___)______________________________________________
FAX No. (___)________________________  E-Mail _________________________________
FEIN No. _____________________________
Years in Business _______________ Number of Employees _______________

References – Work previously done for School Systems in New Jersey

Name of District    Address    Contact Person/Title    Phone

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.
I certify that I am not an official or employee of the Winslow Township Board of Education.
I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.
I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

________________________________________
President or Authorized Agent

SIGNATURE
AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED CONTRACTORS

STATE OF NEW JERSEY/__________________________________________ Specify, of Other

COUNTY OF____________________________________________________

I, ____________________________, of the (City, Town, Borough) of ____________________________, 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 making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Proposer is not at the time of the making this proposal included on the New Jersey State Treasurer’s, or any State of Federal Government’s list of Debarred, Suspended or Disqualified Contractors as a result of action taken by any State or Federal Agency.

_________________________________________________________________

Name of Proposer

Subscribed and sworn to before me this ___ day of _____, 20__. 

By:________________________________________________________

(Signature of Authorized Representative)

(Seal) Notary Public of New Jersey/ Specify Other State 
My Commission Expires _________________ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED
CERTIFICATION OF INSURANCE

The Proposer fully understands the Winslow Township School District’s insurance requirements as stated in the Request for Proposals, and other Contract Documents, and agrees to provide all insurance required by these documents prior to award of contract. The undersigned has attached to this Certification copies of policy declaration pages or certificates of insurance evidencing the insurance coverage required by this RFP. Such policies shall remain in full force and effect during the term of any contract with the District.

PROPOSER (Signature)

PROPOSER (Print Name)
ASSURANCE OF COMPLIANCE

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

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

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

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

https://www.state.nj.us/education/crimhist/preemployment/

Name of Company ___________________________________________

Name of Authorized Representative _______________________________

Signature ____________________________________ Date __________________