**REQUEST, SOLICITATION AND INVITATION**

**FOR PROPOSAL #ESCNJ RFP 18/19-44**

**Educational Services Commission of New Jersey**

**Co-op #: 65MCESCCPS**

# Future Ready Schools Services, Solutions and Software Request for Proposals

**RFP Opening: February 1, 2019 @ 11:00 A.M.**

The respondent is requested to provide a proposal to the Educational Services Commission of New Jersey, County of Middlesex and the State of New Jersey for the provision of Future Ready Schools Services, Solutions and Software in the fields of change management, grant writing, public relations, professional development and curriculum and instruction. All proposals must be submitted to the Educational Services Commission of New Jersey in a sealed envelope with the ESCNJ RFP name and number clearly marked on the front of the envelope/package. Note that respondents must be able to provide the requested service to members within the State of New Jersey. Our Co-op currently has over 1,200 members located throughout the State. Proposal documents may be downloaded from the web at no charge:

<http://www.mresc.k12.nj.us/pages/Middlesex_Regional/Cooperative_Pricing/Bidding_Opportunities/Bidding_Opportunities>, or [www.escnj.us/bidding after january 1](http://www.escnj.us/bidding%20after%20january%201), 2019 picked up at 1660 Stelton Road, Second Floor, Piscataway, NJ 08854, between the hours of 9:00 a.m. and 3:00 p.m. or mailed to you for a fee in accordance with the OPRA guidelines. Anyone downloading RFP specifications from our website shall notify the Commission so that we can send any possible addenda to you. Any questions regarding this RFP must be sent to the ESCNJ in writing via fax or by email to [coop@escnj.k12.nj.us](mailto:coop@escnj.k12.nj.us) and will be accepted up until eight days prior to the RFP opening. The Educational Services Commission of New Jersey reserves the right to reject any or all proposals in whole or in part; to waive anyformalities or irregularities in any proposal, and to accept the proposal, which in its discretion, within State law, are for the best interest of the Educational Services Commission of New Jersey and the Members of the New Jersey State Approved Cooperative Pricing System 65MCESCCPS. Proposals will be opened and publicly read immediately following the deadline. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The entire RFP is part of the contract. **Sealed proposal must be sent to:**

**Educational Services Commission of New Jersey**

1660 Stelton Road

Second Floor

Piscataway, NJ 08854

Attn: Patrick M. Moran

School Business Administrator/Board Secretary/QPA

Sealed Document: Future Ready Learning

The proposal must be received at the Educational Services Commission of New Jersey, 1660 Stelton Road Piscataway, Second Floor, NJ 08854 on or before February 1, 2019, at 11:00 A.M. Each respondent shall submit: **one (1) labeled original hard copy, one (1) labeled duplicate copy and one labeled duplicate electronic copy.** The proposal must be submitted in the format required by the Educational Services Commission of New Jersey. No late submissions will be accepted. All properly submitted, sealed proposals will be publicly opened, announced and recorded on February 1, 2019 in the office of the Business Administrator. It is the intent to award the successful companies a three (3) year contract with the option to extend for one-two (2) year or two-one (1) year terms. It is anticipated that the contract will be awarded at the February 22, 2019 ESCNJ Board of Directors Meeting.

***Patrick M. Moran***

**Business Administrator**

**Educational Services Commission of New Jersey**

#### PROPOSAL SPECIFICATIONS AND GENERAL REQUIREMENTS

#### FOR FUTURE READY SCHOOLS SERVICES, SOLUTIONS AND SOFTWARE

**REQUEST FOR PROPOSALS #ESCNJ 18/19-44**

NOTICE is hereby given that the Educational Services Commission of New Jersey is seeking sealed Proposals for Future Ready Schools Services, Solutions and Software in the fields of change management, grant writing, public relations, professional development and curriculum and instruction. Proposals are due on February 1, 2019 at 11:00 a.m.  Proposals should be submitted on the required forms, in a **SEALED CONTAINER** labeled**:**

**#ESCNJ 18/19-44 Future Ready Schools** and delivered to:

**Educational Services Commission of New Jersey**

**Attn: Patrick M. Moran**

**School Business Administrator/Board Secretary/QPA**

**1660 Stelton Road**

**Second Floor**

**Piscataway, NJ 08854**

Specifications may be obtained at [www.ESCNJ.k12.nj.us](http://www.ESCNJ.k12.nj.us) or via email; a hard copy of the specifications that are picked up in person or mailed to vendors requires a fee in accordance with the OPRA guidelines.  All entities that obtain a copy of these specifications must register with the ESCNJ at [coop@escnj.k12.nj.us](mailto:coop@escnj.k12.nj.us) in order to receive any corrections or addenda to the specifications.  The Commission assumes no responsibility for Proposals that are improperly mailed, labeled or misdirected.

Upon release of this Request for Proposals (RFP), all Contractor communication requests concerning this RFP must be directed in writing no later than 2:00 p.m. on January 4, 2019 to the address of [coop@escnj.k12.nj.us](mailto:coop@escnj.k12.nj.us), to the attention to Patrick M. Moran, who is the only authorized contact person for the RFP.  Any contact or lobbying regarding this RFP with any elected, appointed official or employee of the Commission other than the Business Administrator may result in disqualification.  Any oral communications will be considered unofficial and non-binding on the Commission.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.  The contract or contracts will be awarded to the highest scoring, most qualified and responsible Contractor(s).  The ESCNJ reserves the right to waive any and all informalities, guidelines and requirements herein and to reject any and all Proposals in accordance with the Public School Contracts Law.  The RFP shall be in conformance with all applicable federal, state and municipal laws including the Public School Contracts Law of the State of New Jersey N.J.S.A. 18A:18A-1 et seq. Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

***Patrick M. Moran  
Business Administrator***

**Section 1 - General Instructions to Contractors**

These documents constitute an invitation for receipt of sealed proposals from qualified companies (hereafter named Contractor) to provide change management, grant writing, public relations, professional development and curriculum and instruction Services, Solutions and Software to school districts and as relevant, to other participating public entities throughout New Jersey.

1. **Purpose:** The purpose and intent of this RFP is to solicit sealed proposals from responsible firms that provide Future Ready Learning Services, Solutions and Software as specified in this RFP.
2. **Procurement Method:** The ESCNJ will be utilizing the RFP process. As such, the ESCNJ will award the contract or contracts to the highest scoring, most qualified and responsible Contractor or Contractors. To be awarded, the proposer must conform in all material respects to the terms and conditions, specifications, scope of work, legal requirements, and other provisions of this RFP. The ESCNJ reserves the right to waive informalities in a proposal.
3. **Background:** The ESCNJ is a statewide purchasing cooperative for school districts and other public agencies in New Jersey. To the maximum extent possible, the ESCNJ is seeking one or more contractors that are able to provide a cost-effective solution for the needs of NJ school districts or other members.

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1. **Statement of Needs:** The successful respondent(s) will deliver work related to Future Ready Learning programming for the ESCNJ and its Members. Areas of emphasis are in the fields of change management, grant writing, public relations, professional development and curriculum and instruction.
2. **Current Educational Services Commission of New Jersey Co-op Members.** Please view the list at this link on the ESCNJ website:

<http://www.mresc.k12.nj.us/files/_vMHko_/53e07896c294370e3745a49013852ec4/December-11-18-Current-Member-List-by-County.pdf>

1. **Estimated Timeline of Events:**

| **Event** | **Date** |
| --- | --- |
| Release of RFP | December 19, 2018 |
| Final Contractor Questions Due | January 4, 2019 |
| Final Answer to Contractor Questions | January 11, 2019 |
| **Proposal Responses Due/ Proposal Opening** | February 1, 2019 |
| **ESCNJ Awards Contracts** | February 22, 2019 |
| **Contractors Start Services** | January 22, 2019 |

1. **Acceptance of Proposals and Validity Period:** The ESCNJ reserves the right to accept or reject all proposals, to waive any informalities, and to award the contract to the company or companies that is/are the highest scoring, most qualified and responsible Contractor(s). Submission of a proposal will signify the Contractor’s agreement that its proposal and the content thereof are valid for sixty (60) days following the submission deadline unless otherwise agreed to in writing by both parties. The Contractor’s proposal response and this RFP will become part of the contract between the ESCNJ and the successful Contractor. Conditional or alternate proposals will not be accepted.
2. **Submission of Proposals:**  Proposal modifications or corrections thereof received after the closing date for the receipt of proposals will not be considered. The ESCNJ is not liable for any errors or misinterpretations made by the Contractor in responding to this RFP. Contractor shall be solely responsible for delivery of the proposals as specified in the RFP. The ESCNJ bears no responsibility for proposals that are improperly mailed, misdirected or for problems associated with third party carriers.
   1. **Proposal Submission:** All proposals shall be submitted with one complete original proposal and one complete copy proposal and one digital copy in a sealed container. Be sure to include all the required proposal forms of this RFP. All proposals submitted in response to this RFP must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result of this RFP. Contractors will pay all costs associated with the preparation of Proposals.
   2. **Scope of Proposal and Proposal:** Contractor certifies that he has carefully examined and understands the general conditions, instructions, specifications, schedules and addenda, if any, that are prepared under the direction of the ESCNJ are a part of the proposal; and the Contractor will, if successful in this proposal, furnish and deliver the goods and services at the times specified and at the proposal prices. Contractors are cautioned to make a full and complete proposal, including the provision for any price variations that may be required by the Contractor during the life of the contract.
   3. **Obligation of Contractor:** At the time of the opening of proposals, each Contractor will be presumed to have read, and to be thoroughly familiar with the contract documents (including Addenda, if any). The failure or neglect of any Contractor to receive or examine any form, instrument or document shall in no way relieve any Contractor from any obligation in respect to its proposal. Failure of any Contractor to receive any Addenda shall not relieve the Contractor from any obligation under its proposal as submitted. In addition, a failure on the part of any Contractor to acknowledge receipt of addenda will result in disqualification of the proposal. Addenda so issued shall become part of the Contract documents. Contractors are advised that terms and conditions set forth herein will be rigidly enforced.
   4. **Examination of RFP Specifications:** The Contractor shall examine the contents of the RFP specifications or other documents issued by the ESCNJ in conjunction with this RFP. The Contractor shall assure itself that all pages of the specifications and other referenced documents are included in the documents obtained for responding purposes.
   5. If any part of the specifications and other documents are incomplete, the Contractor shall notify the ESCNJ ***in writing*** in order to obtain any missing pages or other documents. The lack of such written notification by the Contractor will be construed as evidence that the specifications and other documents supplied it for response purposes are full and complete and as a waiver of any subsequent claim to the contrary.
   6. **Alternate Proposals**: Alternate proposals will not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of this RFP and the scope of work and service to be provided.
   7. **Geographic Limitation of Contractor**: If a Contractor is unable to provide services throughout the entire State of New Jersey, the proposal must clearly indicate the geographic area that the Contractor proposes to serve in New Jersey.
   8. **Response Format:** Proposal responses should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Contractor will number all pages of their response. Failure to use the following format may cause the Contractor’s proposal to be deemed non-responsive, non-responsible, and cause for rejection of the proposal.
3. **Oral Presentation:** The ESCNJ may request any Contractor to give an oral presentation to the ESCNJ. The ESCNJ reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, ESCNJ may determine that interviews are not necessary. In the event that interviews are conducted, information provided during the interview process shall be taken into considerations when evaluating firms. These oral presentations are optional at the ESCNJ’s discretion.
4. **Inquiries,** **Questions, RFP Interpretation, and Exceptions:** Any question or explanation desired by Contractors must be requested of the ESCNJ in writing. In order to be given consideration, a written request/question must be received by January 4, 2019. No oral interpretation will be made to any company regarding the meaning of the specifications. Written questions will be taken and written answers will be given. Such questions will be made in writing to the Business Administrator or emailed to [coop@escnj.k12.nj.us](mailto:coop@escnj.k12.nj.us)

Any addenda will be emailed to each Contractor, posted on the ESCNJ website and will be on file in the Office of the Business Administrator. If an explanation is necessary, a reply will be made in the form of addenda, a copy of which will be forwarded to each Contractor that has received a set of the RFP documents from the ESCNJ. Contractors must notify the ESCNJ of their name, address, email address, telephone and facsimile numbers in order to receive any addenda.

Contractors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Contractors should be promptly reported in writing to the Business Administrator. Any prospective Contractor that wishes to challenge the RFP specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 18A 18A-15. In the event the Contractor fails to notify the owner of such ambiguities, errors or omissions, the Contractor shall be bound by the requirements of the specifications and the Contractor’s submitted proposal.

If the amount shown in words and its equivalent in figures do not agree, the written words will be binding. Ditto marks are not considered writing or printing and should not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices will prevail. In the event there is an error of the summation of the extended totals, the computation by the ESCNJ of the extended totals will govern.

Unless a Contractor submits, with their proposal, a list of exceptions to this RFP or any addenda issued, it shall be assumed there are no exceptions taken to this RFP by the Contractor. **Any exceptions made by any Contractor must be clearly labeled and noted in their Proposal.** Any exceptions made to any material condition of the RFP will be cause for the rejection of the proposal.

1. **Administrative Fee:** The Contractor(s) will be required to remit quarterly to the ESCNJ an administrative fee equal to three percent (3%) of all amounts paid by public entities to the Contractor pursuant to the resulting contract. The Contractor is required to prepare and send to ESCNJ a quarterly report detailing all amounts paid by public entities under the contract. The two percent administrative fee is to be included in the Contractor’s Percentage and may not be billed as a separate item to any participating public entity.
2. **Performance Bond:** NA
3. **Invoices.** The Contractor shall submit monthly invoices and shall seek payment only for actual services provided. Contractor must adjust the invoice to omit any services not actually rendered.
4. **Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations:** The following details the qualifications and requirements the Contractor should meet to be considered a responsible Contractor as well as the criteria used by the ESCNJ to verify the Contractor’s references and evaluate its proposal. **Failure to meet these requirements may render the Contractor’s proposal to be non-responsive, non-responsible and cause for rejection of the proposal.**
   1. **Qualifications and Requirements for being a Responsible Contractor:** This contract will be awarded to the highest scoring, most qualified and responsible Contractor(s).
   2. **Contractor Requirements:** Responses should be as thorough and detailed as possible so that the ESCNJ may properly evaluate the Contractor’s capabilities to provide the required scope of work and services. The requirements for a Contractor in order to be considered responsive and responsible are stated and summarized in this RFP. Proposals not meeting the material requirements of this RFP, may be deemed materially defective and cause for rejection.
   3. **Performance Investigation**: As part of the evaluation process, the ESCNJ may make inquiries and investigations of the Contractor’s customers to determine the ability of the Contractor to provide the services. Any Contractor that omits any requested information or does not comply with this section is subject to having their proposal deemed non-responsive and non-responsible.
      1. Contractor Performance Expectations: If the Contractor (including any of its subsidiaries, related entities, and parent company) has had a contract terminated for default during the past seven years, all such incidents must be described. “Termination for default” is defined as notice to stop performance due to the Contractor’s non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past seven years, including the other party’s name, address and telephone number. Present the Contractor’s position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past seven years.
      2. If the Contractor (including any of its subsidiaries, related entities, and parent company) has had a contract that has ended and was not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason during the past seven years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client.
   4. **Start-Up/Transition Plan:** A successful startup of this contract is essential to its success. For a contractor to be considered to be responsive and responsible, the Contractor must submit with their proposal response a detailed start up/transition plan from pre-planning through the first month. The plan must detail the additional management/resources they will be providing as well as the startup task, any requirements for the public entity, implementation date, estimated completion date, and who is responsible.

This plan must be submitted and it must be customized to the startup of this contract. Failure to provide the aforementioned startup/transition plan and the detail may cause the Contractor’s proposal to be non-responsive, non-responsible, and cause for rejection of the proposal.

1. **Confidentiality:** The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor 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 the resulting Agreement. The Contractor and anyone providing the Services on behalf of the Contractor 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 Education Rights Privacy Act; 34 C.F.R. 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.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as re-codified in N.J.A.C. 6A:7-1 et seq., 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.AC. 17:27.
2. **Subcontracting:** The Contractor must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or sublet the contract or any portion thereof without the written consent of the ESCNJ and the public entity. Subcontracting any portion of this contract without written permission to do so will result in the cancellation of the contract and termination thereof.
3. **The Contract and Its Award:** Award will be made to the Contractor(s) whose proposal(s) is/are determined to be the highest scoring, most qualified and responsible Contractor(s). The ESCNJ reserves the right to award multiple contracts if it is in the best interests of the public entities to do so. There is no obligation on the part of the ESCNJ to award a contract. The ESCNJ may cancel this RFP, reject proposals or any portion thereof at any time prior to an award.

This RFP and the Contractor’s response will be made part of the final contract.

* 1. **Term of Contract:** The contract will be for a term of three (3) years, with an option to renew in accordance with New Jersey law. Extensions are subject to the availability and appropriation annually of sufficient funds by the public entity and to the agreement of the Contractor. The contract will commence on February 22, 2019 and continue until February 21, 2022 unless terminated for cause or convenience.
  2. **Dispute Resolution:** Any and all claims, disputes or other matters in question between the ESCNJ and Contractor or any public entity and the Contractor arising out of or relating to the resulting contract or alleged breach thereof, shall be submitted first to non-binding mediation before a mediator who is mutually acceptable to both parties. The ESCNJ and any participating public entity reserve its rights to seek injunctive or declaratory relief at any time during the term of the Contract. All disputes not resolved by non-binding mediation shall be brought to a court of proper jurisdiction in the ESCNJ’s or public entity’s venue.
  3. **Governing Law:** The Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law’s provisions therein.
  4. **Assignment:** The rights of the ESCNJ or public entity or Contractor under the Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the resulting contract, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement.
  5. **Independent Contractor:** Contractor is and shall perform its services under the Agreement as an independent contractor and not as the ESCNJ’s or public entity’s agent, partner or joint venture. Contractor is employed to render the services only, as specified in the resulting contract, and any payments made by a public entity are compensation solely for such services rendered.
  6. **Certification:** The proposed certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.
  7. **Termination Clause:** The following language will be incorporated in the contract:

Termination for Cause: If either party fails to comply with any of the obligations required of it in this contract and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen days, the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty days prior written notice of intention to terminate the contract.

* 1. **Payment of Invoices:** The Contractor will bill a public entity in monthly duly verified invoices. The Contractor will submit invoices and will seek payment only for actual services provided. Invoices shall detail a current, itemized cumulative and monthly statement. Contractor must adjust the invoice to omit any services not actually rendered.
  2. **Prevailing Wage Rate Requirements:** DELETED
  3. **Disposition of Proposals:** All materials submitted in response to this RFP become the property of ESCNJ. Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. The responses received from this RFP may be distributed, however, by written request pursuant to the Freedom of Information Act of 1996. The Proposer understands that, if selected, ESCNJ reserves the right to provide its opinion publicly and privately regarding performance.
  4. The public entity will pay all invoices from the Contractor within 60 days of receipt of a properly completed invoice and supportive documentation if submitted five days prior to the current month’s public entity meeting. If, during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor will correct or modify the work to comply with the requirements of the contract and the public entity.

1. **Insurance Requirements and Indemnification Language:** The Contractor will furnish each member with certificates of insurance reflecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and will name the public entity as an "additional insured". The certificates are to be received and approved by the public entity before work commences. The public entity reserves the right to require complete, certified copies of all required insurance policies at any time. The purpose of insurance will protect the public entity from claims arising out of or resulting from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Self-insured contractors will submit an affidavit attesting to their self-insured coverage and will name the public entity as an additional insured.

1. *Contractors Liability Insurance:* Contractor shall keep in full force and effect during the term of the resulting contract a Commercial General Liability insurance written on an occurrence-based form in a minimum amount of $1,000,000 per occurrence and $3,000,000 general aggregate as well as $100,000 for property damage liability. Commercial automobile liability in the amount of $1,500,000 per accident, with ESCNJ being named as an additional insured. Coverage will be maintained without interruption from date of commencement of work until date of final payment.
2. *Worker’s Compensation:* The Contractor will secure and maintain for the life of this agreement, valid New Jersey Worker’s Compensation Insurance providing statutory workers compensation coverage, as required by law.
3. *Indemnification Language:* The following language will be incorporated into the contract:

The Contractor agrees to indemnify, save and hold harmless the public entity, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, from and against any and all liability arising out of the use of said premises or property, resulting from negligent acts or omissions, whether intentional or unintentional or willful misconduct on the part of the Contractor, the Contractor’s agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract whether such liability is direct or vicarious. Contractor further agrees to indemnify any and all indemnities’ for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered or in the case of lawful termination of the contract by the public entity. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

1. **Affirmative Action Certification:** No contractor may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes in full, required regulatory text, which is included in this RFP.
   1. Goods and Services (including professional services) Contracts: The successful contractor will submit to the ESCNJ, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
      1. A photocopy of a valid letter that the Contractor is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
      2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
      3. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 12:17-4.
2. **Americans with Disabilities Act of 1990**: Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read the Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the public entity harmless.
3. **Statement of Ownership: N.J.S.A. 52-25-24.2**: provides that no corporation or partnership will be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, contractors will submit a statement setting forth the names and addresses of all partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership will be completed and attached to the Contractor’s proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document will result in rejection of the proposal.
4. **Proof of Business Registration, Sales and Use Tax:** N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal and to each public entity upon request. Proof of registration will be a copy of the contractor’s Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue, to obtain a BRC via the internet go to [www.nj.gov/njbgs](file:///D:\Edvocate\Deals\Wyckoff\IFB\New\www.nj.gov\njbgs) or by phone (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods.
   1. The Contractor will provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
   2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
   3. During the term of this contract, Contractor and its affiliates will collect and remit, and will notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information will be liable to a penalty of $25.00 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (800) 292-1730.
5. **Non-Collusion Affidavit**: The Affidavit must be properly executed and submitted with the Contractor’s proposal.
6. **Political Contributions Disclosure Form (“Pay to Play”):**  In accordance with Chapter 271, New Jersey Laws of 2005, all vendors must submit with their proposal a list of political contributions, which are reportable and, made by the vendor during the preceding 12-month period.

The evaluation criteria that will be used in evaluating proposals are listed in the table below weighted according to their importance. The ESCNJ will evaluate all submissions by their Area of Emphasis: Change Management, Grant Writing, Public Relations, Professional Development and Curriculum and Instruction.

Based upon the score for each Area of Emphasis, a Contractor or Contractors may be recommended to the ESCNJ Board for the award of Services, Solutions and/or Software for each Major Component, Subcomponent, Category and Indicator.

Each area of the evaluation should be addressed in detail in the Contractor's proposal. Criteria provided below:

|  |  |
| --- | --- |
| **EVALUATION CRITERIA:**  Technical, management, and cost related criteria used to evaluate the Contractors | **Points** |
| **1 – Financial Proposal:** What is the cost of services, engagement fee, and any applicable service costs as it relates to the scope of services proposed? How do they compare among Contractors? How are costs structured for proposed services? | 40 |
| **2 – Services, Solutions and Software**  Considers the ability of the proposed service, solution or software to solve the relevant FRS problem. How will the proposal help the client accomplish the work they need to perform in order to become Future Ready and deliver effective Future Ready programming? | 20 |
| **3 – Company Details and References:**  Considers financial viability, stability, performance investigation, Contractor’s loss or reduction of similar services, litigation/pending litigation, relevant experience and list of references. | 10 |
| **4 – Technical Elements:** Considers the Contractor’s experience and program overview for services requested, resources, procedures, inspection methodology, processes, hiring practice, compliance, human resources, training structure, technology used, evaluation criteria/process, method used to present findings to client. | 10 |
| **5 – Implementation Plan:** Does the Contractor’s implementation plan reflect a rational, reasonable and foreseeable process? Is the plan detailed from pre-planning to final implementation? Does the vendor’s plan show a level of experience that would aid in the success of a project? Who is responsible? What is the level of detail in the proposal regarding how an inspection will take place, including, timeframe(s), and scope? | 20 |

**RFP SCOPE OF SERVICES**

This section of the RFP describes the work sought by ESCNJ on behalf of its members.

**Background and Project Objectives**

*Future Ready Schools*® (FRS) is a nationwide effort to help local schools align their digital resources with classroom instruction to improve the quality of K-12 education. It is led by the nonprofit *Alliance for Excellence in Education* and supported by dozens of industry groups and research organizations. Detailed information is accessible on the project website: [www.all4ed.org](http://www.all4ed.org).

In New Jersey, FRS participation by local schools encouraged by a coalition of the New Jersey Institute of Technology (NJIT), the New Jersey School Boards Association (NJSBA) and the New Jersey Department of Education (NJDOE). Together, this coalition has established a statewide effort known as Future Ready Schools- New Jersey (FRS-NJ) with the goal of supporting local efforts to implement FRS programming. Specifically, FRS-NJ seeks to foster collaboration among educators on FRS principles and practices and connect them to resources that can help them plan and implement FRS initiatives in their schools. The official website for the New Jersey Future Ready Schools Initiative is: <http://www.frsnj.org/>.

The Educational Services Commission of New Jersey (ESCNJ) is uniquely positioned to accelerate and facilitate the work of the FRS-NJ coalition. As the leading statewide purchasing co-op for New Jersey schools (NJ State Approved Co-op #65MCESCCPS), ESCNJ already offers several statewide contracts that help K-12 schools conveniently purchase technology components related to FRS. A complete list is on the ESCNJ website:<http://www.mresc.k12.nj.us/pages/Middlesex_Regional/Cooperative_Pricing/Co_op>.

This Request for Proposals (RFP) seeks to provide additional FRS components to the ESCNJ co-op, creating a “one-stop-shop” for quality and affordable FRS services, solutions and software statewide. Hereinafter, this is referred to as the FRS Marketplace of New Jersey, or simply the FRS Marketplace.

Although the emphasis of this RFP is on K-12 schools, the solutions, services and software established pursuant to this RFP is not limited to K-12 applicability. It is the express intent to make awards to approved vendors who can apply the services sought in this RFP to other members of ESCNJ, including libraries, eligible political subdivisions and municipalities statewide.

**RFP Components**

The ESCNJ seeks proposals from qualified providers of services, solutions and software to create the FRS Marketplace. Each component is relevant to various processes and frameworks of FRS-NJ.

For this RFP:

* *Services* includes consulting and other forms of expert advice
* *Solutions* includes the application of certain products and services to solve specific problems
* *Software* includes computer programming, accessed locally via hardware or remotely via cloud

*Hardware* includes computers, components and related equipment.Unless hardware is part of a proposed services, solutions or software, ESCNJ will not purchase hardware via this RFP.

Areas of Emphasis are broad designators identifying the different types of work to be performed across all FRS-NJ processes and frameworks. Generally, this RFP includes five areas of emphasis:

1. Change Management (CM). This is broadly defined as helping school leaders conceive, implement and cultivate successful programs that are different and better than current models.
2. Grant Writing (GW). A highly technical skill, this involves helping districts secure the supplemental financing to sustain FRS-NJ programming and related components.
3. Public Relations (PR).This area of emphasis includes all aspects related to crafting and communicating effective school messaging, including branding, public affairs, and marketing.
4. Professional Development (PD).This includes all aspects of delivering and managing training for teachers, staff and administrators in a live, virtual or on-demand environment.
5. Curriculum and Instruction (CI).This includes selection, incorporation and management of digital resources into classroom instruction, plus the content, apps and tools themselves.

For the benefit of the respondents, the two-letter designator representing the appropriate Area of Emphasis (e.g. CM for Change Management) is adjacent to each category, gear and indicator heading.

Major Components of the RFP are identified with Roman Numerals. There are three: Certification, Grant Writing and Indicators of Future Readiness. Subcomponents are identified with capital letters; most of the Major Components have Minor Components. Categories (gears) are identified with Arabic Numerical designators. Lower case letters identify the FRS Indicators.

Every *italicized section* in this RFP contains a direct quote from either the national FRS website or the FRS-NJ coalition. These descriptions are designed to assist providers in understanding what schools must accomplish in order to be successful with FRS execution.

**Presentation Instructions**

For each section of this RFP highlighted in **boldface black font**, unless otherwise specified, respondents should answer the questions and describe the services, solutions and software they offer related to the described component. It is suggested that respondents simply make inputs directly in this document.

A respondent does not need to answer every question or offer services, solutions and software for every component. Instead, a respondent should only answer the questions and describe the services, solutions and software that are relevant to their proposed offering. Irrelevant sections should simply be skipped. There is no penalty for skipping components.

ESCNJ understands that the universe of services, solutions and software supporting FRS programming is massive, and no single vendor can possibly provide a comprehensive solution. ESCNJ also understands that many components of successful FRS implementation are not included in this RFP. Ultimately, by pre-qualifying vendors for the ESCNJ co-op and organizing their offerings according to FRS categories, ESCNJ hopes to accelerate the adoption of FRS principles for the benefit of schools across New Jersey.

**Scope of Work- Future Ready Learning**

The following sections detail the services, solutions and software ESCNJ seeks to award.

**I. Certification Services, Solutions and Software- General (CM)**

FRS-NJ manages a statewide certification program for K-12 schools modeled on the national FRS framework. According to FRS-NJ website, the purpose of the certification program is:

*[T]o support the statewide modernization of New Jersey schools, promoting a systemic approach to change through the cycle of transformation where districts envision, plan, implement, and assess continually with student learning as the focal point for their aligned efforts.*

The certification process is detailed on the FRS-NJ website: <http://www.frsnj.org/get-certified>. Although some schools choose to go through the certification process on their own or only with the help of free FRS educator resources, many additional schools require external resources to help them succeed.

This RFP seeks services, solutions and software to support each part of the FRS-NJ certification process.

**Generally, what do you offer to schools to help guide them through the FRS certification process?**

* **Services:**
* **Solutions:**
* **Software:**

**A. Phase I - Commitment Assistance (CM)**

This refers to Step I-The Future Ready Pledge through Step V-District Commitment of the FRS program.

**How will you provide overall assistance to schools for in the *Commitment Phase* of certification?**

**What services, solutions and software will you provide to facilitate successful completion of the FRS District Assessment (**[**https://dashboard.futurereadyschools.org/uploads/media/DTA\_Updated.pdf**](https://dashboard.futurereadyschools.org/uploads/media/DTA_Updated.pdf)**)?**

* **Services:**
* **Solutions:**
* **Software:**

**B. Phase II - School Participation Assistance (CM)**

This refers to Step I-Establish a School-Level Future Ready Team through Step III-Submit the School Participation Letter in the FRS program.

**How will you provide overall assistance to schools in the *School Participation Phase* of certification?**

* **Services:**
* **Solutions:**
* **Software:**

**C. Phase III – School Certification Assistance (CM)**

For details about the school certification process, refer to: <http://www.frsnj.org/school-certification>.

**How will you provide specific assistance to schools seeking the *Bronze Level* of Certification?**

* **Assistance with School Narrative preparation**
* **Assistance with School Video preparation**
* **Assistance with Indicator Tracking Sheet**
* **Development and presentation of the Leadership Theme**
* **Development and presentation of the Education and Classroom Practice Theme**
* **Development and presentation of the Technology Support and Services Theme**

**How will you provide specific assistance to schools seeking the *Silver Level* of Certification?**

* **Assistance with updated School Narrative**
* **Assistance with updated School Video**
* **Assistance with updated Indicator Tracking Sheet**
* **Assistance with development and presentation of Priority 1 and Priority 2 indicators**

**How will you provide overall assistance to schools seeking FRS-NJ Certification?**

* **Services:**
* **Solutions:**
* **Software:**

**II. Grant Writing Services, Solutions and Software- General (GW)**

Schools have multiple opportunities to receive funding that supports Future Ready programming, including foundations, federal programs and state funds.

**Specifically, how will you support efforts of school customers to receive grants from:**

* **Non-profit/charitable foundations:**
* **Federal sources, including the Every Student Succeeds Act (ESSA) Title IV Part A: Student Support and Academic Enhancement Grants (SSAEC), which authorize funding for supporting the effective use of technology that is backed by professional development, blended learning and ed tech devices:**
* **State sources:**
* **Other (describe):**

**Generally, describe what your company offers to help schools secure supplemental financing to implement Future Ready components.**

* **Services:**
* **Solutions:**
* **Software:**

**III. Indicators of Future Readiness Services, Solutions and Software- General (CM)**

The Future Ready framework contains seven categories or “gears” that describe the desired components of a Future Ready school plus the outside ring emphasizing collaborative leadership. New Jersey educational leaders have dissected these gears to develop three broad themes that are most relevant to New Jersey: Leadership, Education and Classroom Practice and Technology Support and Services. Although these themes may be updated in subsequent years, the basic ideas are timeless. Moreover, as New Jersey leaders modify these themes for 2019 and beyond, ESCNJ will reorganize and update the categories to match.

**Generally, describe how you help schools plan, implement and manage the various indicators associated with the Future Ready Framework.**

* **Services:**
* **Solutions:**
* **Software:**

For each indicator below, providers should describe the relevant Services, Solutions and Software offered and how they relate to the appropriate FRS Gear. Schools should have the option to purchase components separately or together as part of a complete solution.

**A. Leadership Indicators- Assistance (CM)**

Leadership Indicators describe educators’ abilities to envision, plan, deliver and manage change. They relate to effective school administration, adoption of best practices and the creation of sustainable programming that effectively incorporates digital tools.

**Discuss the kinds of assistance your company offers to schools for achieving success with the FRS *Leadership* Indicators.**

* **Services:**
* **Solutions:**
* **Software:**

**1. Budget and Resources- Services, Solutions and Software (CM)**

*The transition to digital learning will require strategic short-term and long-term budgeting and leveraging of resources. All budgets at the district and the school should be aligned to the new, personalized vision for learning, with consistent funding streams for both recurring and non-recurring costs to ensure sustainability. During the transition, district leaders should strive for cost-savings and efficiencies through effective uses of technology.- Future Ready Schools*

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Gear *Budget and Resources*?**

* **Services:**
* **Solutions:**
* **Software:**

a. Sustaining a Digital Learning Environment (CM)

*Innovative funding for digital learning leverages technologies to improve teaching and learning as well as to increase efficiency and cost savings. A cross-functional District budget development team is formed that is composed of District leaders, key stakeholders, and subject matter experts who collectively represent the District’s interests. This team employs strategies for sustaining a digital learning environment (instructional practices).*

**Describe company offerings related to sustaining a digital learning environment.**

* **Services:**
* **Solutions:**
* **Software:**

b. Measuring Success Using Data (CM)

*Although the impact of technology on learning is not always easily quantifiable, schools should have measures in place to demonstrate growth. District leaders should have strategies and tools for measuring Return On Investment (ROI) in digital learning; focusing on learning-enabling technologies, resources, instructional practice and student learning.*

**Describe company offerings related to measuring success using data.**

* **Services:**
* **Solutions:**
* **Software:**

c. Total Cost of Ownership (TCO) / Budget Team (CM)

*Innovative funding for digital learning leverages technologies to improve teaching and learning as well as to increase efficiency and cost savings. A cross-functional District/School budget development team is formed that is composed of District leaders, key stakeholders, and subject matter experts who collectively represent the District’s interests. This team employs strategies for calculating the total cost of ownership (TCO) for all technology resources.*

**Describe company offerings related to total cost of ownership and establishing a TCO budget team.**

* **Services:**
* **Solutions:**
* **Software:**

d. Systems Information Diagram and/or Table (CM)

*A diagram or table including all of the systems that a district uses, how they are connected to each other and the person or people responsible for the system. This is a tool that a district can use to visualize all the tools/systems/software that they use. Additional information could be included in a table or spreadsheet such as who uses the system, the cost of the system, how long the system has been in use. Optionally, the spreadsheet could include evaluation criteria for the system (if appropriate) such as usage data.*

**Describe company offerings related to a systems information diagram and/or table.**

* **Services:**
* **Solutions:**
* **Software:**

**2. Collaborative Leadership- Services, Solutions and Software (CM)**

*The Future Ready framework provides a roadmap toward digital learning, success within a district is dependent on innovative leadership at all levels. First and foremost, leaders within a district must be empowered to create cultures of innovation, must believe in the district’s shared, forward-thinking vision for deeper learning through effective uses of digital, 21st Century technologies.*

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Ring *Collaborative Leadership*?**

* **Services:**
* **Solutions:**
* **Software:**

a. Culture of Innovation, Collaboration and Empowerment (CM)

*Innovation in schools reflects a collaborative learning environment that cultivates and nurtures new thinking and approaches to teaching and learning. Staff should be empowered, encouraged, and given flexibility to experiment with different and novel pedagogical approaches to improve their practice and the student experience. An innovative environment is one that is receptive to change and new approaches, and a successful innovative school is one that is able to effectively spread new innovative ideas to other parts of the school and district.*

**Describe company offerings related to a culture of innovation, collaboration and empowerment.**

* **Services:**
* **Solutions:**
* **Software:**

b. Board-Approved Future Ready Plan (CM)

*The district has to have developed an instructional plan that demonstrates the alignment between student achievement, planning and budgetary resources, including professional development, student voice/culture and climate, instructional implementation, maintenance, and sustainability created by stakeholders within the district/community and approved by the board of Education. A Future Ready plan has a vision and implementation of digital teaching and learning best practices and tools, however, it is also blended with other school districts best practices that empower the district to provide students future ready learning environments to obtain necessary workplace readiness skills essential for their future endeavors.*

**Describe company offerings related to a board-approved Future Ready plan.**

* **Services:**
* **Solutions:**
* **Software:**

c. Shared Vision for Digital Learning (CM)

*The district recognizes that, to prepare their students to thrive in today’s connected, fast-paced society will require an education that engages students in evidence-based, deeper learning through smart uses of technology and new pedagogies. The district has engaged students, teachers, administrators, board members, parents, and the community to develop a vision that promotes digital learning.*

**Describe company offerings related to a shared vision for digital learning.**

* **Services:**
* **Solutions:**
* **Software:**

d. Culture of Capacity Building (CM)

*Capacity building in schools is fostering whatever is needed to bring a school to the next level of operational, programmatic, or institutional maturity, so it may more effectively and efficiently advance its mission into the future. Capacity building is not a one-time effort to improve short-term effectiveness, but a continuous improvement strategy toward the creation of a sustainable and effective organization. Capacity building should encompass both human and physical resources.*

**Describe company offerings related to a culture of capacity building.**

* **Services:**
* **Solutions:**
* **Software:**

e. Review and Revision (CM)

*A district’s shared vision of personalized learning must be subject to review and revision on a regular basis. After reviewing the vision, if areas have been identified as needing improvement, a committee must address those specific areas. The district should determine a cycle for review and revision. Such a cycle should be built into the vision in order to ensure that continual improvement is central to the district’s culture.*

**Describe company offerings related to review and revision of personalized learning vision.**

* **Services:**
* **Solutions:**
* **Software:**

f. Goal Setting for Connected Learning (CM)

*This indicator recognizes the collaborative development of district level SMART (specific, measurable, achievable, relevant and time based) goals which are crucial to providing support and direction for connected learning practices in every classroom. Connected learning integrates personal interests, peer relationships, and work with people, places and resources outside the school community to improve achievement in academic, civic, or career-relevant areas. Connected learning approaches leverage technology to broaden access to opportunity and meaningful learning experiences and having them is a clear indicator of future readiness. When goals for connected learning are aligned with the district's vision and mission, students, staff, and the community are better able to work together towards common benchmarks that are clearly defined and known by all.*

**Describe company offerings related to goal setting for connected learning.**

* **Services:**
* **Solutions:**
* **Software:**

**3. Community Partnerships- Services, Solutions and Software (PR)**

*Community partnerships include the formal and informal local and global community connections, collaborative projects, and relationships that advance the school’s learning goals. Digital communications, online communities, social media, and digital learning environments often serve as connectors for these partnerships.- Future Ready Schools*

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Ring *Community Partnerships*?**

* **Services:**
* **Solutions:**
* **Software:**

a. District Virtual Identity (PR)

*Branding is defined as the marketing practice of creating a name, symbol, or design that identifies and differentiates a product from other products. It’s critical that our schools develop a brand as well, and that the brand represents visionary thinking and 21st Century learning. Branding your district identifies the goals, activities, celebrations and accomplishments that can be shared with all community stakeholders. The brand should be transparent to all members within the organization—they must all be telling the same story, one that they believe in and stand behind.*

**Describe company offerings related to district virtual identity.**

* **Services:**
* **Solutions:**
* **Software:**

b. Professional Learning Readiness for Staff (PR)

*The district/school has established clear expectations that schools and staff will participate in professional development experiences that will prepare staff and students to develop, create, and utilize community partnerships on local and global levels.*

**Describe company offerings related to professional learning readiness for staff.**

* **Services:**
* **Solutions:**
* **Software:**

c. Communication Plan, Guidelines, Outreach and Reflection (PR)

*School leaders engage parents and students in home-to-school communications through a variety of venues. While this may include internet-based solutions, it also includes options that do not depend on connectivity in the home.*

**Describe company offerings related to a communication plan, guidelines, outreach and reflection.**

* **Services:**
* **Solutions:**
* **Software:**

d. Local and Global Outreach (PR)

*The district/school has established clear expectations that schools and classrooms will participate in partnerships that extend and enrich learning at a local and global level.*

**Describe company offerings related to local and global outreach.**

* **Services:**
* **Solutions:**
* **Software:**

e. Community Joint Activity Planning (PR)

*District leaders have established positive relationships with major community organizations (i.e., they attend meetings, provide school updates, and plan joint community events). District leaders work with key community organizations to identify mutually beneficial goals and to partner on activities that advance those goals (e.g., mutual goal of entrepreneurship with business and industry results in business leaders serving as experts to collaborative student projects; mutual goal of privacy and security of data results in Information Technology internships from high school programming classes).*

**Describe company offerings related to community joint activity planning.**

* **Services:**
* **Solutions:**
* **Software:**

f. Student Access to Technology Beyond the School Day (PR)

*Partnerships with diverse community groups (e.g. community centers, museums, libraries, foundations, councils, chambers of commerce, businesses, and local government) help ensure sustainability in our programs and can be sources of access to technology beyond the school day. Partnerships may include the extension of learning into the community, connections related to exhibitions and reviews of student work, coordination of after school programs, and student-friendly local businesses providing wifi hotspots.*

**Describe company offerings related to student access to technology beyond the school day.**

* **Services:**
* **Solutions:**
* **Software:**

**B. Education and Classroom Practice- Assistance (CI)**

Education and Classroom Practice Assistance indicators describe how educators actually deliver quality instruction to students. In a Future Ready environment, this encompasses best-practices in traditional instruction along with the effective integration of leading-edge technology tools.

This Subcomponent and related categories (gears) may contain significant variations in type and applicability. For example, some offerings may be specific to reading and not math. Others may be applicable to elementary school and not high school. Still others may be designated for special education. When describing your offerings for this section, wherever it is appropriate, be sure to identify where your products and services are most applicable by grade, subject and specialty.

**Discuss the kinds of assistance your company offers to schools for achieving success with the FRS *Education and Classroom Practice Assistance* Indicators.**

* **Services:**
* **Solutions:**
* **Software:**

**1. Curriculum, Instruction and Assessment- Services, Solutions and Software (CI)**

*In a Future Ready district, curriculum, instruction, and assessment are tightly aligned, redesigned to engage students in 21st Century, personalized, technology-enabled, deeper learning. Curricula and instruction are standards-aligned, research-based, and enriched through authentic, real-world problem solving. Students and teachers have robust and adaptive tools to customize the learning, teaching, and assessment, ensuring that it is student-centered and emphasizing deep understanding of complex issues. Assessments are shifting to be online, embedded, and performance-based. Data and associated analysis serve as building blocks for learning that is personalized, individualized, and differentiated to ensure all learners succeed.- Future Ready Schools*

**As appropriate, please identify the areas where your products and services are applicable by grade, subject and specialty.**

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Gear *Curriculum, Instruction and Assessment*.**

* **Services:**
* **Solutions:**
* **Software:**

a. Authentic Learning (CI)

*Authentic learning experiences provide students with the opportunity to engage in real world problem solving and real-life work contexts. While immersed in authentic learning opportunities including internships, entrepreneurship education, service learning projects, community partnerships, and citizen science endeavors, students gain applicable lifelong skills. These artifacts should have value outside the walls of their school and demonstrate the students’ ability to collaborate and solve real-world, unpredictable scenarios.*

**Describe company offerings related to authentic learning.**

* **Services:**
* **Solutions:**
* **Software:**

b. Digital Assessment (CI)

*Digital Assessment is the presentation of evidence for judging or measuring student achievement using computer technology. Districts should provide professional development for teachers and staff on how to use and develop digital assessments and encourage that teachers collaborate on best practices regarding effective platforms for developing digital assessments. In order to optimize test development, administration, and analysis, staff should be trained on how to use district-approved resources. Through the use of digital assessments, teachers can provide feedback to students in a timely manner and utilize the assessment data to inform their instruction.*

**Describe professional development related to digital assessment.**

**Describe company offerings related to digital assessment.**

* **Services:**
* **Solutions:**
* **Software:**

c. Digital Citizenship (CI)

*Digital Citizenship requires a positive school culture that supports students in using technology responsibly. School districts provide professional development and guidelines to teachers on the responsible use of technology and online digital tools. Teachers guide students to use the internet safely, protect their privacy, and handle cyberbullying. Curriculum supports strong digital communication and collaboration skill development. Students are able to identify and evaluate information found through internet research and understand safely navigate a digital world.*

**Describe company offerings related to digital citizenship.**

* **Services:**
* **Solutions:**
* **Software:**

d. Digital Learning Tools and Content (CI)

*Digital learning tools enable teachers to offer students customized and adaptive paths that provide motivation and various methods of achieving curricular goals. Schools must provide access to a range of digital learning tools and content platforms in order to prepare learners to be effective consumers and creators of information, which are among the 21st-century skills that will be necessary for success at the post-secondary level and in careers. In order to meet this goal, schools must strengthen, broaden, and deepen students’ education through effective use of digital learning tools throughout the curriculum.*

**How do you integrate open educational resources with fee-based content into the curriculum?**

**What specific digital learning tools do you provide to support this indicator?**

**What digital content do you offer? Be specific regarding grade levels, subjects and special applicability (e.g. special education, English Language Learners, etc.).**

**Describe company offerings related to digital learning tools and content.**

* **Services:**
* **Solutions:**
* **Software:**

e. Student-Driven, Self-Directed Learning (CI)

*Student-driven, self-directed learning requires students to take ownership and play a role in their education. Students are largely responsible for developing their own projects and experiences that rely on creativity and complex problem solving to deepen their understanding of core academic subjects, individual interests and goals.*

**Describe company offerings related to student-driven, self-directed learning.**

* **Services:**
* **Solutions:**
* **Software:**

f. Computer Science (CI)

*All students should have equitable access to computer science coursework either in an integrated and/or separate course for K-8 and a separate course in high school.*

**Describe company offerings related to computer science.**

* **Services:**
* **Solutions:**
* **Software:**

g. Blended Learning (CI)

*Blended learning is an education program (formal or informal) that combines online digital media with traditional classroom methods. It requires the physical presence of both teacher and student, with some element of student control over time, place, path, or pace.*

*The purpose of this indicator is to redesign instruction to leverage technology in the classroom through a blended learning model. Some type of framework for technology integration should be utilized to evaluate the use of blended learning in the school environment to try and achieve high impact uses of technology.*

**Describe company offerings related to blended learning.**

* **Services:**
* **Solutions:**
* **Software:**

**2. Personalized Professional Learning- Services, Solutions and Software (PD)**

*In Future Ready Schools, technology and digital learning expand access to high-quality, ongoing, job-embedded opportunities for professional learning for teachers, administrators, and other education professionals. Such opportunities ultimately lead to improvements in student success and create broader understanding of the skills that comprise success in a digital age.- Future Ready Schools*

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Gear *Personalized Professional Learning*?**

* **Services:**
* **Solutions:**
* **Software:**

a. Communicating and Celebrating 21st Century Learning (PD)

*Future Ready Schools applicants should have written plans in place that outline expectations for 21st century skill set development in teachers and administrators. In order to ensure equal access and opportunity to develop 21st century skill sets, a clear plan or policy should be accessible to articulate the procedures for maintaining the skill set for existing and new staff members. The district plan should outline timelines for professional development opportunities for staff and measures that identify expected professional growth within the skill set over time. For existing staff members, what are the district's expectations for providing evidence of working toward growth within the skill set? For new staff members, what is the trajectory for assessing and providing learning opportunities for staff to grow within the skills set? The plan should outline steps for accessing current information, communicating it district-wide, implementing the skills, and monitoring the effective use. Plans should also include reliable resources for keeping up to date with research, best practice, and professional development learning opportunities. When referring to the skill set, plans should seek to develop the following skills within stakeholders as professionals, and within stakeholders to implement for student learning:*

* *critical thinking*
* *creativity*
* *communication*
* *collaboration*
* *technology competency*
* *self-direction*
* *information literacy*

*Plans do not have to target all skills within a one-year time frame for all stakeholders, but rather, should show an increase in the skill set overtime and a spiral of the skills to continuously develop. Plans should not be a one size fits all, but should be general enough to uniquely fit the diverse needs of the individuals in the educational community.*

*Communication and celebration of learning by teachers and administrators in the classroom should occur after implementation and measurement of 21st century expectations have been met. The goal is to acknowledge and empower stakeholders to explore new learning methods and tools that represent future ready learning. Examples of this include acknowledgement of student and faculty work that embody 21st century skills in various ways. In the beginning, it may be acknowledgment on the district webpage, newsletter or in a display in the building. As the district’s initiatives strengthen it would engage more with the community and businesses. Allowing the community to engage and support the growth of future ready skills for students. Once the initiative has taken root, there should be not only opportunities for the community to get involved, but also the opportunities to give back to the community. Hosting events that allow students and faculty to give back and build up the surrounding community.*

**Describe company offerings related to communicating and celebrating 21st century learning.**

* **Services:**
* **Solutions:**
* **Software:**

b. Personal Learning Network (PD)

*A Future Ready district fosters a culture and climate that supports and encourages faculty & staff to create and participate in personal learning network(s). These personal learning networks are inclusive of virtual and face-to-face opportunities for collaborative learning that supports professional growth. Virtual opportunities (i.e. social media tools, blogs) and face-to-face opportunities (i.e. CoffeeEdu, unconferences, edCamps, technology conferences) provide space and time for collaboration that is supportive of professional growth. Effective use of technology and digital collaboration is essential within schools, districts, states and globally. Participation in personal learning networks requires participants to be actively engaged in collaborating, communicating, creating and thinking critically about their own professional learning experiences. Finally, while participation is important, it is critical for participants to reflect and then transfer their learning into their current roles/positions to support district, school, and/or student growth.*

**Describe company offerings related to personal learning network.**

* **Services:**
* **Solutions:**
* **Software:**

c. Professional Learning Plan (PD)

*Professional learning for technology should be a integral part of the school’s comprehensive Professional Learning Plan. Schools must ensure that all educators, including administrators, develop a personalized professional development plan (PDP) to ensure the acquisition of skills and knowledge necessary to effectively integrate technology both as a professional tool and one to support student achievement to meet the challenges of a digital age.*

**Describe company offerings related to professional learning plan.**

* **Services:**
* **Solutions:**
* **Software:**

d. Coaching and Mentoring (PD)

*Coaching and mentoring for teachers is designed to support their success in the classroom as knowledgeable and effective teaching professionals who leverage technology to personalize learning in the classroom. The goal is to use data-informed decision making to prepare and inspire teachers to provide the highest quality instruction and academic, social, and personal support to the children they serve.*

**Describe company offerings related to coaching and mentoring.**

* **Services:**
* **Solutions:**
* **Software:**

e. Professional Learning to Support Integrated Instructional Technology (PD)

*The school has access to educational professional(s) and/or administrator(s) that are responsible for overseeing and promoting the integration of technology across all curriculum areas. School assures that educators have access to professional learning opportunities that are diverse, customizable, and often supported by the latest technologies. These digital leaders investigate, pilot, and model new types of instructional technologies gained through professional learning.*

**Describe company offerings related to professional learning to support integrated instructional technology.**

* **Services:**
* **Solutions:**
* **Software:**

f. Ongoing Reflection and Refinement (PD)

*Professional development is critical to assisting faculty and staff in improving their skills and understanding in the classroom. It is also critical that these sessions are reflected upon and refined in order to make the best use of the valuable commodity of time that schools have to work with their faculty and staff.*

**Describe company offerings related to ongoing reflection and refinement.**

* **Services:**
* **Solutions:**
* **Software:**

**3. Use of Space and Time- Services, Solutions and Software (CM)**

*Personalized learning requires changes in the way instructional time is used and the learning space is designed. Many schools are shifting away from Carnegie units to competency-based learning. This type of system adapts learning to meet the needs, pace, interests, and preferences of the learner. As the pedagogy shifts, so too must the learning space.- Future Ready Schools*

**Explain the Services, Solutions and Software you provide for school districts in implementing the elements related to FRS Gear *Use of Space and Time*?**

* **Services:**
* **Solutions:**
* **Software:**

a. Flexible Instruction Process (CM)

*A Future Ready School is one in which time and space are effectively to meet the changing needs of teachers and students. Flexible learning space is equally as important as flexible learning time. The applicants must provide evidence that their district maximizes learning for all through the creative manipulations of master schedules and student contact time. Evidence must show strong alignment between the student voice, needs and the culture of learning that supports those needs. The applicants must provide evidence that the digital infrastructure can support the school's current and future flexible learning environments. Lastly, flexibility of time and space which allows for an anytime -anywhere learning environment, must scaffold support so all learners can thrive. As such, the applicant must provide evidence that such scaffolds will support the variety of learners as they are immersed in a learning environment that embraces anytime, anywhere learning.*

**Describe company offerings related to flexible instruction process.**

* **Services:**
* **Solutions:**
* **Software:**

b. Extended Learning Outside the School Day (CM)

*The ability and interest to learn, regardless of content, is a core value for Future Ready Schools. Opportunities for learning to continue outside of the scheduled school day need to be made available to students. Students learn through reflection, problem solving, making mistakes and figuring things out for themselves. Students also learn best when they are learning about topics that interest them. Extended learning opportunities need to be student centered and focused on their interests and passions. This is the sacred process Future Ready Schools provide not only within the four walls of the classroom, but by using the world as a classroom.*

**Describe company offerings related to extended learning outside the school day.**

* **Services:**
* **Solutions:**
* **Software:**

c. Student Choice (CM)

*In a rapidly evolving environment in the 21st century, technology has drastically changed the landscape of “how we do things” in essentially every sector. Education is no exception. Through the power of technology, student learning is no longer bounded space and/or time. Instead, students are in the driver seat directing their own learning. Hence, it is imperative for schools to develop personalized learning environments/pathways that can meet this new 21st century teaching and learning model. Districts will need to develop a clear, actionable and accountable vision and mission for this effort. Districts will need to design a plan to actively engage and cultivate student voice in every aspect of their learning. Respectively, students should be provided options to demonstrate mastery through their choice of media, independent or group work and unit/content/objective. Student choice should also transfer to course selection, including but not limited to online classes.*

**Describe company offerings related to student choice.**

* **Services:**
* **Solutions:**
* **Software:**

d. Student Personalized Learning Plans (CM)

*In a rapidly evolving environment in the 21st century, technology has drastically changed the landscape of “how we do things” in essentially every sector. Education is no exception. Through the power of technology, student learning is no longer bound by space and/or time. Instead, students are in the driver seat directing their own learning. Hence, it is imperative for schools to develop personalized learning environments/pathways that can meet this new 21st century teaching and learning model. Districts will need to develop a clear, actionable and accountable vision and mission for this effort. The tool that will guide this work will be anchored in Personalized Learning Plans. By allowing students to create their own Personalized Learning Plan, students can work with school personnel, counselors, parents, and community to develop a plan to chart their progress toward their goals during each school year, to ensure they are on the path to graduation, and to determine what resources and tools they need to be prepared for a successful pathway in life after graduation. Districts will need to develop their own Personalized Learning Plan template and an implementation plan to ensure a plan is in place for every student. Districts will also need to design a plan to ensure that each classroom is equipped with appropriate technology in order to have access to digital content that supports their personalized learning plan.*

**Describe company offerings related to student personalized learning plans.**

* **Services:**
* **Solutions:**
* **Software:**

**Qualifications and Submittals**

All respondents must respond to the following statements regarding qualifications to perform the work:

* **Demonstrate extensive experience in delivering the proposed services, solutions or software to K-12 schools, higher education and/or government and non-profit organizations.**
* **Briefly describe three other successful engagements performed by your company similar to the work proposed.**
* **Identify qualified personnel that will be working on the deliverables (include credentials)**
* **Present information about your business operations, including:** 
  + **Years in business**
  + **Office locations**
  + **Number of full-time staff**
  + **Services offered**

**Pricing**

For each component offered, present valid pricing for the required term.

ESCNJ expects that each provider will offer co-op discounts from retail pricing. Our objective is to provide the best pricing in New Jersey for the components offered by responding providers.

If pricing is proposed as a package deal, detail what is included.

If pricing is based on hourly rates, be clear about the quantity and type of labor required to perform the work in question. If required, present a matrix of tasks and hours to complete various tasks.

Providers are encouraged to offer bundled services as part of a better deal, but providers also MUST allow for the separate purchase of each category, gear or indicator listed below.

**Pricing must identify and include any additional taxes and fees, surcharges or additional costs. Identify any non-recurring fees or additional expenses. In other words, pricing must be all inclusive.** **Acknowledge and verify.**

**I. Certification Services, Solutions and Software- General**

1. **Services:**
2. **Solutions:**
3. **Software:**

**A. Phase I - Commitment Assistance**

1. **Services:**
2. **Solutions:**
3. **Software:**

**B. Phase II - School Participation Assistance**

1. **Services:**
2. **Solutions:**
3. **Software:**

**C. Phase III – School Certification Assistance**

1. **Services:**
2. **Solutions:**
3. **Software:**

**II. Grant Writing Services, Solutions and Software- General**

1. **Services:**
2. **Solutions:**
3. **Software:**

**III. Indicators of Future Readiness Services, Solutions and Software- General**

1. **Services:**
2. **Solutions:**
3. **Software:**

**A. Leadership Indicators- Assistance**

1. **Services:**
2. **Solutions:**
3. **Software:**

**1. Budget and Resources- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. Sustaining a Digital Learning Environment

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Measuring Success Using Data

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Total Cost of Ownership (TCO) / Budget Team

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Systems Information Diagram and/or Table

1. **Services:**
2. **Solutions:**
3. **Software:**

**2. Collaborative Leadership- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. Culture of Innovation, Collaboration and Empowerment

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Board-Approved Future Ready Plan

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Shared Vision for Digital Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Culture of Capacity Building

1. **Services:**
2. **Solutions:**
3. **Software:**

e. Review and Revision

1. **Services:**
2. **Solutions:**
3. **Software:**

f. Goal Setting for Connected Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

**3. Community Partnerships- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. District Virtual Identity

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Professional Learning Readiness for Staff

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Communication Plan, Guidelines, Outreach and Reflection

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Local and Global Outreach

1. **Services:**
2. **Solutions:**
3. **Software:**

e. Community Joint Activity Planning

1. **Services:**
2. **Solutions:**
3. **Software:**

f. Student Access to Technology Beyond the School Day

1. **Services:**
2. **Solutions:**
3. **Software:**

**B. Education and Classroom Practice- Assistance**

1. **Services:**
2. **Solutions:**
3. **Software:**

**1. Curriculum, Instruction and Assessment- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. Authentic Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Digital Assessment

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Digital Citizenship

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Digital Learning Tools and Content

1. **Services:**
2. **Solutions:**
3. **Software:**

e. Student-Driven, Self-Directed Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

f. Computer Science

1. **Services:**
2. **Solutions:**
3. **Software:**

g. Blended Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

**2. Personalized Professional Learning- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. Communicating and Celebrating 21st Century Learning

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Personal Learning Network

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Professional Learning Plan

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Coaching and Mentoring

1. **Services:**
2. **Solutions:**
3. **Software:**

e. Professional Learning to Support Integrated Instructional Technology

1. **Services:**
2. **Solutions:**
3. **Software:**

f. Ongoing Reflection and Refinement

1. **Services:**
2. **Solutions:**
3. **Software:**

**3. Use of Space and Time- Services, Solutions and Software**

1. **Services:**
2. **Solutions:**
3. **Software:**

a. Flexible Instruction Process

1. **Services:**
2. **Solutions:**
3. **Software:**

b. Extended Learning Outside the School Day

1. **Services:**
2. **Solutions:**
3. **Software:**

c. Student Choice

1. **Services:**
2. **Solutions:**
3. **Software:**

d. Student Personalized Learning Plans

1. **Services:**
2. **Solutions:**
3. **Software:**

**Present any additional pricing information required to clearly communicate the costs for service.**

**Attachment A: Validation Questions for Contractor**

GENERAL INFORMATION

1) Company:

Address:

Contact Name:

Contact Phone:

Contact Email:

Website/URL:

2) How many years has your company been in business?

3) How many full-time employees does your company employ?

5) What are your standard payment terms?

6) References – Please attach a Microsoft Word document with all contact information, project dates and

scope of work for at least three (3) references from public entities for which you have provided Internet and Technology Consulting services.

7) Can you provide a statement and meet ESCNJ minimum insurance requirements of $750,000 per claim

and $1,500,000 per occurrence, and ESCNJ being named as an additional insured party?

FUNCTIONALITY

1) A certificate of insurance must be provided prior to signing the contract, and commencing on the start

date of the contract begins. Are you willing to comply with these requirements?

2) You must instruct your insurance broker/carrier to notify ESCNJ should your coverage change. Are

you willing to do this?

QUALITY AND SERVICE

1) Do you have a quality assurance program? If yes, please attach a copy.

2) Are your employee’s required to take a mandatory drug test? Please provide an overview of the

company’s Talent Management Program.

LEGAL ISSUES

1) Are there any pending lawsuits against your company? If yes, please explain.

**Attachment B: Standard Terms and Conditions**

In case of default by the successful Contractor(s) or failure to deliver the goods or services within the time specified, the ESCNJ Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications establish a standard of quality desired by ESCNJ. Any proposer may submit quotations on any article, which substantially complies with these specifications as to quality, workmanship and service. ESCNJ reserves the right to make its selections of materials or services purchased based on its best judgment as to which articles substantially comply with the requirements of these specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of ESCNJ.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from ESCNJ.

The Contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The Contractor agrees not to be discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex or age with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for ESCNJ unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

ESCNJ reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the Contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either part employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys’ fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of ESCNJ.

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. Venue for any suit between the parties arising out of this Agreement shall be the State of New Jersey’s applicable District Court.

The Contactor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

**Attachment C: Submission Requirements**

To achieve a uniform review process and obtain the maximum degree of comparability, proposals should be organized in the manner specified below. Proposals should not exceed the number of pages noted in this section. Information in excess of those allowed will not be evaluated. One page should be interpreted as one side of single-spaced, typed, 8 ½” x 11” sheet of paper.

1. Title Page (1 Page)

A title page must be included with the proposal. The following information needs to be included: the name of your firm, address, telephone number(s), name of contact person, and date. The title page must be signed by a corporate officer or other individual who has the authority to RFP the firm. The name and title of the individual(s) signing the RFP must be clearly shown immediately below the signature.

1. Table of Contents (1 Page)

Clearly identify the materials by section and page number.

1. Acknowledgment of Section One General Instructions to Contractors.

Acknowledge and agree to the provisions of Section One. Provide documentation if required.

1. Proposal Narrative – Submit three components.
2. Answer all the relevant **boldface** questions and describe all the proposed services, solutions and software in the section entitled “Scope of Work- Future Ready Learning.” Vendors may insert their answers directly in the text of the Word document.
3. Answer all the **boldface** questions and present all the required **boldface** information in the section entitled “Qualifications and Submittals.”
4. Present pricing in accordance with the instructions in the “Pricing” section for each relevant **boldface** component.

4. Attachments

* Complete and submit Attachment A: Validation Questions for Contractor
* Acknowledge Attachment B: Standard Terms and Conditions
* Attach all required subsequent forms and submissions. A checklist is on page 63.

**ACCEPTANCE OF RFP**

**And**

**CONTRACT AWARD**

**Future Ready School Services**

**TO BE COMPLETED BY RESPONDENT**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Proposal and any written exceptions to the RFP. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ’s Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award.

Your RFP for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member. The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for three (3) years unless terminated, canceled or extended. By mutual written agreement, the contract may be extended as permitted by law.

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_ Zip Code\_\_\_\_\_\_

Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (ink only) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF RFP AND CONTRACT AWARD BELOW TO BE COMPLETED ONLY BY ESCNJ**

Awarding Agency: Educational Services Commission of New Jersey

Agency Executive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patrick M. Moran, SBA/BS

Awarded this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contract Number **ESCNJ 18/19-44**

**Vendor Contact Form**

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1200 members and have knowledge of your award. Please submit in a Microsoft Word document.

|  |  |
| --- | --- |
| **RFP** | **Future Ready School Services RFP – #ESCNJ 18/19-44** |
| **Vendor** |  |
| **Contact Person** |  |
| **Address** |  |
| **Telephone #** |  |
| **Fax #** |  |
| **Email** |  |

**To be completed and signed below. Return with RFP.**

***AFFIRMATIVE ACTION QUESTIONNAIRE***

This form is to be completed and returned with the RFP. However, the ESCNJ will accept in lieu of this Questionnaire, Affirmative Action Evidence attached 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 New Jersey 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 above, 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/](http://www.state.nj.us/treasury/contract_compliance/)

* Click on “Forms” and then “AA302” and “Instructions” under the heading “Employee Information Report”
* Complete and submit the form with the *appropriate payment* to:

Department of Treasury

Division of Purchase & Property

Contract Compliance Audit Unit

EEO Monitoring Program

P.O. Box 206

Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ 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 of Company/Firm* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

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

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

**To be completed and signed below. Return with RFP.**

***NON-COLLUSION AFFIDAVIT***

STATE OF NEW JERSEY

:ss

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of full

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

I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the firm

Position in Company

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the respondent making the Proposal for the above named 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 respondents, 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 Educational Services Commission of New Jersey relies upon the truth of all 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

**Educational Services Commission of New Jersey**

**Business Office**

1660 Stelton Road

Second Floor

Piscataway, New Jersey 08854

**Chapter 271**

**Political Contribution Disclosure Form**

**(Contracts that Exceed $17,500.00)**

**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date of**  **Contribution** | **Amount of**  **Contribution** | **Name of Recipient Elected Official/ Committee/Candidate** | **Name of**  **Contributor** |
|  |  |  |  |
|  |  |  |  |
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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\*[[1]](#footnote-1)
* 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 over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

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

**P.L. 2005, c. 271**

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

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

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

***40A:11-51*** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from 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.

***52:34-25*** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for RFPs, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity responding thereon or negotiating therefore, to submit along with its RFP 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, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and 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 of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

**P.L. 2005, c. 271**

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

**To be completed and signed below. Return with RFP.**

**STATEMENT OF OWNERSHIP DISCLOSURE –**

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

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

Name of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited PartnershipLimited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part II Check the appropriate box**

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

**OR**

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

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

|  |  |  |
| --- | --- | --- |
|  | |  |
| **Name of Individual or Business Entity** | **Home Address (for Individuals) or Business Address** | |
|  |  | |
|  |  | |
|  |  | |

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

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10**

**percent or greater beneficial interest in the publicly traded parent entity** **as of the last annual federal**

**Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent)that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that

contain the information on each such person. **Attach additional sheets if more space is needed**.

|  |  |
| --- | --- |
| **Website (URL) containing the last annual SEC (or foreign equivalent) filing** | **Page #’s** |
|  |  |
|  |  |
|  |  |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater

interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II

**other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the

10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional**

**sheets if more space is needed.**

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

**Part IV** **Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to

the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification

on behalf of the bidder/proposer; that the ***ESCNJ*** 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 ***ESCNJ*** to notify the ***ESCNJ*** 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 ***ESCNJ*** to declare any contract(s) resulting from this certification void and unenforceable.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name (Print): |  | Title: |  |
| **Signature:** |  | Date: |  |

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

**To be completed and signed below. Return with RFP.**

***Contractor/Vendor Questionnaire/Certification***

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

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

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

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

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

Fax No. (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Educational Services Commission of New Jersey, nor any officer or employee or person who salary is payable in whole or in part by said Commissioner their immediately family members are directly or indirectly interested in this RFP 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 an ESCNJ member, employee, officer of the board has an interest in the RFP, 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 Educational Services Commission of New Jersey.

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 Educational Services Commission of New Jersey. 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**

***Consent of Surety*** 🞏 REQUIRED

⌧ NOT REQUIRED

A payment and performance bond may be required by a Co-op Member from the successful respondent for a particular project under this contract. In accordance with N.J.S.A. 18A:18A-25, the ESCNJ requires a certificate from a surety company stating it will provide the contractor/vendor with a payment and performance bond in a penal sum equal to the purchase order price for each such project. This certificate is limited to the Estimated Annual Value of the contract, although the Surety may provide payment and performance bonds that, in total, exceed the Estimated Annual Value of the contract.

In lieu of an actual certificate, the ESCNJ will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Educational Services Commission of New Jersey

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor/Vendor

This is to certify that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Surety Company

will, if required, provide to a Co-op Member, a payment and performance bond in a penal sum equal to the purchase order price for such project to be performed under this contract, provided, however, that this commitment by the Surety is limited to the Estimated Annual Value of the contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Agent of Surety Company**

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Authorized Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Surety Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone

**To be completed and signed below. Return with RFP.**

**RESPONDENT’S COMMENT FORM**

This form is for Respondent’s use in offering voluntary alternates, or other comments intended to afford the ESCNJ information or opportunities to improve the quality of the project, without invalidating the RFP proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like.

The RFP provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done prior to RFP opening, or in writing to ESCNJ through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the RFP date will not be able to be answered.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**To be completed and signed below. Return with RFP.**

***Acknowledgement of Addenda***

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

ADDENDA NO. ISSUING DATES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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🞏 **No Addenda Received**

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

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**To be completed and signed below. Return with RFP.**

**EXHIBIT A**

(*Revised: January, 2016*) **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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 AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http:// www.state.nj.us/treasury/contract\_compliance/.

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

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



SAMPLE

**To download the AA-302 form, click this link:**

[**http://www.state.nj.us/treasury/contract\_compliance/pdf/aa302.pdf**](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf)

INSTRUCTIONS FOR COMPLETING THE

**EMPLOYEE INFORMATION REPORT (FORM AA302)**

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE**

**THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

**ITEM 3** - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

# TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)**  TO:

**NJ Department of the Treasury**

**Division of Public Contracts Equal Employment Opportunity Compliance**

### P.O. Box 206

**Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473**

**ITEM 11** - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report**.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

**ITEM 15** - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**NJ Business Registration Form**

All vendors must have a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey and prior to receiving the award of a contract with a public entity.



For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services website at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

**A valid Business Registration Certificate must be provided to the ESCNJ before the award of a contract can be made.**

**To be completed and signed below. Return with RFP.**

**EXHIBIT B**

**REQUESTS FOR CLARIFICATIONS FORM – PAGE 1**

Pursuant to Paragraph \_\_\_\_\_\_ of the IFB:

**ANY ISSUES THAT A BIDDER MAY HAVE WITH REGARD TO THE LEGAL OR TECHNICAL TERMS OF THE INVITATION FOR BIDS MUST BE RAISED IN THE QUESTION PERIOD AND RESOLVED *BEFORE* THE SUBMISSION OF A PROPOSAL. ACCEPTED BIDS WILL BE SUBJECT TO THE TERMS CONTAINED HEREIN AND IN THE CORE FORMS OF AGREEMENT ATTACHED AS EXHIBIT \_\_\_\_\_\_\_.**

**IF A BIDDER HAS A FORM OF AGREEMENT, LICENSE AGREEMENT OR OTHER TERMS AND CONDITIONS THAT ARE INTENDED TO BE PART OF THE BID, THE BIDDER SHOULD SUBMIT SUCH AGREEMENT OR TERMS AND CONDITIONS DURING THE QUESTION PERIOD AND ASK IF THEY ARE ACCEPTABLE.**

**PLEASE NOTE: 1) THIS FORM IS *NOT* TO BE CONSIDERED AS A REQUIREMENT TO SUBMIT ALTERNATE “OR EQUAL” PRODUCTS FOR PRIOR APPROVAL. 2) ANY REQUESTED MODIFICATIONS RESULTING TO A MATERIAL CHANGE IN THE TERMS AND CONDITIONS WILL RESULT IN A FORMAL ADVERTISED ADDENDUM ISSUED TO ALL BIDDERS.**

**ANY REQUEST FOR MODIFICATION NOT RESULTING IN A FORMAL ADDENDUM IS DEEMED TO BE REJECTED.**

**FINAL BIDS CONTAINING MATERIAL DEVIATIONS *WILL* BE REJECTED.**

If the Bidder seeks to request consideration of forms of agreement, license agreements or to modify core terms and conditions of the specifications or other criteria contained in this IFB and any addenda, they must be clearly stated below and on separate pages if necessary and attached to this page to be returned with your proposal.

**I have read and understand the Requests for Clarifications Form. Please check one box below.**

**🞏 I AM** requesting clarifications to this IFB.

**🞏** **I AM NOT** requesting clarifications to this IFB.

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

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUESTS FOR CLARIFICATIONS FORM – PAGE 2**

**REQUESTED MODIFICATIONS, CLARIFICATIONS OR DOCUMENTS TO BE CONSIDERED ARE NOTED AS FOLLOWS:**

**Please attach copies of any documents to be considered.**

**Exceptions also noted on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Signature

Name

Title

Company Name:

Date:

**To be completed and signed below. Return with RFP.**

**ESCNJ Co-op Questionnaire Page 1**

**Company Name**

***Please check Yes/No answers****. “Days” requested are calendar days. If room provided is inadequate indicate, “see attached” and label the attachment with the question number.*

1. Can your company serve all of New Jersey with the best service offered?  ***YES /*  *NO***
2. Do you currently have representatives for New Jersey?  ***YES /*  *NO***(If no, a plan and timeline for providing these services is to be attached.)
3. Is your pricing guaranteed for the term of the contract?  ***YES /*  *NO***
4. Do you have a restocking fee?  ***YES /*  *NO***
5. Will you offer Co-op Members a quick pay discount?  ***YES /*  *NO***
6. If YES, what is the discount? Number of days?
7. How many line items are you offering under this RFP category?
8. If some of the line items that you sell are not covered under this RFP, do you have a way to block orders for these items?  ***YES /*  *NO***
9. Do you offer an electronic ordering system?  ***YES /*  *NO***   
   Do you have minimum order requirements?  ***YES /*  *NO*** If yes, please describe.
10. **A Response may be determined to be non-responsive if this question is unanswered.** Check either line a, b, or c. Prices offered in this RFP are:

a. The same as we offer on single school district RFPs.

b. The same as we offer to cooperatives and state purchasing departments.

c. Better than we offer to cooperatives or state purchasing departments.

If either line b or c is checked, indicate the percent lower (on single items) than the best price ordinarily offered to educational institutions, cooperatives, or state purchasing departments.

Two percent (2%) Three percent (3%) Four percent (4%)

Five percent (5%) Six percent (6%) Other

Additional quantity or volume discounts are identified on the pricing page: ***\_\_\_\_\_YES/ \_\_\_\_\_NO***

**Signature**

(Same signature as on Non-Collusion Signature and Acceptance Form)

**To be completed and signed below. Return with RFP.**

# ESCNJ Co-opQuestionnaire Page 2

1. Do you have a New Jersey Sales Force?  ***YES NO***

2. How many sales people are assigned to New Jersey?

3. Do you maintain a sales office(s) in New Jersey?  ***YES NO***

4. If yes please attach locations and contact information*.*

5. For Freight or Shipping terms not noted within Section 16 of “General Specifications,” please attach documentation to this form.

Authorized Signature

Authorized Name:

***Please Print***

Company:

**To be completed and signed below. Return with RFP.**

**APPENDIX A**

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree

that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")

(42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all

services, programs, and activities provided or made available by public entities, and the rules and

regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or

service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be

in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or

subcontractors violate or are alleged to have violated the Act during the performance of this contract, the

contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this

Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and

employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or

nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense,

appear, defend, and pay any and all charges for legal services and any and all costs and other expenses

arising from such action or administrative proceeding or incurred in connection therewith. In any and all

complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any

decision of the owner which is rendered pursuant to said grievance procedure. If any action or

administrative proceeding results in an award of damages against the owner, or if the owner incurs any

expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the

contractor shall satisfy and discharge the same at its own expense.

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The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof

to the contractor along with full and complete particulars of the claim, If any action or administrative

proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall*

expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons,

pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the

contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the

Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the

contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their

performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the

provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this

Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner

from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To be completed and signed below. Return with RFP.**

**APPENDIX B**

**CERTIFICATION OF INSURANCE**

I HEREBY CERTIFY THAT MY OFFICE CARRIES INSURANCE ADEQUATE TO PROTECT THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY AND INDEMNIFY ESCNJ CO-OP MEMBERS FOR ANY ERROR OR OMISSION COMMITTED BY THE UNDERSIGNED THAT CREATES LIABILITY TO THE ESCNJ CO-OP MEMBERS. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF THE ESCNJ CO-OP MEMBERS**.** I HAVE ATTACHED COPIES OF THE DECLARATION PAGES OF EACH POLICY THAT DOES OR CAN PROTECT THE ESCNJ CO-OP MEMBERS FROM ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE MIGHT ENGAGE IN ON BEHALF OF THEESCNJ CO-OP MEMBERS**.**

I FURTHER CERTIFY THAT THE POLICIES OF INSURANCE THAT ARE CARRIED BY OUR FIRM SHALL CONTINUE TO BE CARRIED DURING THE ENTIRE TERM OF OUR FIRM’S APPOINTMENT, IN THE EVENT THAT OUR FIRM IS SELECTED. IN THE EVENT THAT THE DECLARATIONS PAGE(S) SUBMITTED SHOWS THE POLICY OR POLICIES OF INSURANCE WILL LAPSE DURING THE COURSE OF THE TERM OF OUR FIRM’S APPOINTMENT, I WILL PROVIDE TO THE ESCNJ CO-OP MEMBERS A COPY OF THE RENEWAL POLICY DECLARATION PAGE. I FURTHER CERTIFY THAT THE RENEWED POLICY SHALL HAVE THE SAME OR GREATER LIMITS OF LIABILITY AS THE ONE PROVIDED FOR AT THE BEGINNING OF OUR APPOINTMENT.

CERTIFYING OFFICIAL: NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To be completed and signed below. Return with RFP.**

**APPENDIX C**

**CONFLICT OF INTEREST CERTIFICATION**

THE UNDERSIGNED CERTIFIES TO THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY, COUNTY OF MIDDLESEX STATE OF NEW JERSEY THAT IN PERFORMING SERVICES FOR THE ESCNJ CO-OP MEMBERS. HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD VIOLATE STATE LAW IN REGARD TO A CONFLICT OF INTEREST BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF THE ESCNJ CO-OP MEMBERS.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, THE ESCNJ CO-OP MEMBERS IS FREE TO TERMINATE ANY SERVICE AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

Applicant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To be completed and signed below. Return with RFP.**

**APPENDIX D**

**CERTIFICATION OF PROPOSAL**

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL: NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Statement of Suspension or Debarment**

**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 Bidder**

**making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer’s or the Federal Government’s List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.**

**Name of Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Company Name)**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Signature of authorized representative)**

**Subscribed and sworn to before me**

**This\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal) Notary Public of New Jersey/**

**Specify Other State**

**My Commission expires\_\_\_\_\_\_\_\_ 20 \_\_\_.**

**Educational Services Commission of New Jersey**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK EITHER BOX WILL RENDER 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 EITHER BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’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**

**OR**

**I am unable to certify as above because I or the bidding entity 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: Relationship to

Bidder/Vendor:

Description of Activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of Engagement: Anticipated Cessation Date

Bidder/Vendor

Contact Name: Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:

Bidder/Vendor:

**To be completed and signed below. Return with RFP.**

**FUTURE READY SCHOOLS SERVICES, SOLUTIONS AND SOFTWARE**

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Individual ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Individual ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Individual ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name (Print): Signature:

Title: Date:

Bidder/Vendor:

**FUTURE READY SCHOOLS SERVICES, SOLUTIONS AND SOFTWARE RFP DOCUMENT CHECKLIST**

|  |  |  |
| --- | --- | --- |
| **Document** | **Submission Requirement** | **Initial each required entry and if required submit the item** |
| 1 | Acceptance of RFP and Contract Award |  |
| 2 | Vendor Contact Form |  |
| 3 | Affirmative Action Questionnaire |  |
| 4 | Non - Collusion Affidavit - SIGNED AND NOTARIZED |  |
| 5 | Political Contribution Disclosure Form |  |
| 6 | Statement of Ownership- SIGNED |  |
| 7 | Contractor/Vendor Questionnaire/Certification |  |
| 8 | Consent of Surety - NOT REQUIRED |  |
| 9 | Respondent’s Comment Form - OPTIONAL |  |
| 10 | Acknowledgement of Addenda |  |
| 11 | Signed Mandatory Affirmative Action Language and Evidence |  |
| 12 | New Jersey Business Registration Certificate  RECIEVED NO LATER THAN THE TIME OF THE AWARD |  |
| 13 | Requests For Clarifications Form |  |
| 14 | ESCNJ Co-op Questionnaire- OPTIONAL |  |
| 15 | APPENDIX A - Signed Americans with Disabilities Act of 1990 Language |  |
| 16 | APPENDIX B - Certificate of Insurance |  |
| 17 | APPENDIX C - Conflict of Interest Certification |  |
| 18 | APPENDIX D – Certification of Proposal |  |
| 19 | Statement of Suspension or Debarment –SIGNED AND NOTARIZED |  |
| 20 | Disclosure of Investment Activities with Iran |  |
| 21 | Request For References Form |  |
| 22 | Insurance Certificate naming ESCNJ as additional insured – include the RFP title and # - UPON AWARD |  |
| 23 | Copies of all pertinent certifications for the organization and employees to perform Internet and Technology Consulting Services |  |
| 24 | Two hard copies of the proposal must be submitted along with a **labeled** duplicate electronic copy. (Flash Drive) |  |
| 25 | W9 |  |

The documents listed above when required, are to be submitted with the RFP package in the order listed above.

1. Failure to submit documents may be cause for disqualification for being non-responsive pursuant to

N.J.S.A. 18A:18A-2(y).

The New Jersey Business Registration Certificate must be submitted no later than the time of the award of a contract. Failure to submit a valid Business Registration Certificate may result in rescindment of a contract.

To All Respondents:

**REMINDER!**

Did you sign all of the bid documents?

All bid documents returned to the ESCNJ should be signed with original signatures. Please use **blue ink**.

The ESCNJ will not accept facsimile or rubber stamp signatures.

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

Mr. Patrick M. Moran,

Business Administrator

Board Secretary/QPA



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.” [↑](#footnote-ref-1)