

# REQUEST FOR PROPOSALS

## High Impact Virtual Tutoring Services

NOTICE is hereby given that the Lower Cape May Regional Board of Education is accepting sealed proposals for Virtual Tutoring Services on or before **11:00 a.m. on July 16, 2026**. Proposals should be submitted on the required forms, in a sealed container or envelope labeled **High Impact Tutoring Services** and delivered to the Office of the Business Administrator as provided below:

**Lower Cape May Regional Board of Education**  
**Attn: Mark Mallett, School Business Administrator**  
**687 Route 9**  
**Cape May, NJ 08204**

The Board assumes no responsibility for proposals that are improperly mailed or misdirected. No proposals, under any circumstances, shall be received after the time designated in the advertisement.

Upon release of this RFP, all Contractor communications concerning this information request must be directed in writing no later than 1:00 p.m. on July 7, 2026 to the Business Administrator, 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 School District other than the Business Administrator can and will result in disqualification. Any oral communications will be considered unofficial and non-binding on the School District.

**Interested parties may obtain specifications from School Business Administrator, Mark Mallett, Lower Cape May Regional Board of Education, via email at [mallettm@lcmrschools.com](mailto:mallettm@lcmrschools.com) or from the District website under “Public Notices” (<https://lcmrschooldistrict.com/publicnotices>) or you can telephone Mr. Mallett at 609-884-3475 x206.**

The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals at this time. All 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 et seq.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. Respondents must also submit all affirmative action documentation.

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

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board. All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

By Order of the Lower Cape May Regional Board of Education,  
Cape May County, New Jersey

Mark Mallett, Business Administrator

**1. PURPOSE**

The Board of Education is soliciting requests for proposals (RFP's) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for Virtual Tutoring Services.

**2. PROCUREMENT METHOD**

Pursuant to 18A:18A-4.1, the District is utilizing Competitive Contracting instead of competitive bidding for the management and staffing of virtual tutoring services. Therefore, this is NOT a bid, but is a RFP. As such the District will award the contract to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The Board reserves the right to waive informalities in a proposal. Proposals that contain a material defect shall be disqualified and given no further consideration.

**3. AFFIRMATIVE ACTION REQUIREMENTS**

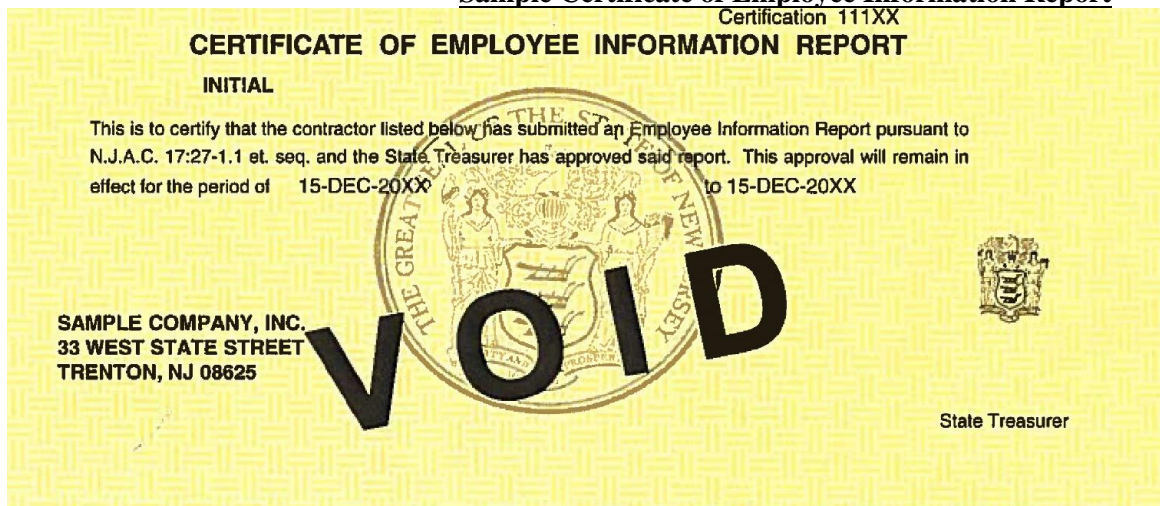
Each company shall submit to the Lower Cape May Regional Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

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

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

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

**Sample Certificate of Employee Information Report**



**All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award will result in the rejection of the bid/proposal.**

**4. AMERICAN GOODS (N.J.S.A. 18A:18A-20)**

The District intends to purchase (if and when available) practical goods and materials manufactured in the United States.

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

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

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

**6. AMERICANS WITH DISABILITIES ACT**

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

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

**8. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

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

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

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders or companies providing responses for requested proposals, shall submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Lower Cape May Regional Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

**Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid or proposal.**

**Goods, Services and Construction Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

**All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.**

**10. CERTIFICATE (CONSENT) OF SURETY**

NOT REQUIRED

## **11. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

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

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

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or Board of Education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or Board of Education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

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

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

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **C. Board of Education Requirement**

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

## **12. COORDINATION OF ACTIVITIES**

The School Business Administrator/Board Secretary will coordinate the activities for this proposal.

## **13. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1--REQUIREMENT**

All providers for the services of this contract, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contract, may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure information from previous employers, where applicable.

## **14. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

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

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

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

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

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

#### **16. DOCUMENT SIGNATURES – ORIGINAL; \*\*BLUE INK\*\***

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

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

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration
- Federal Certifications – when applicable

\*Please check your RFP package for these forms

#### **17. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

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

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

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

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondent should be aware of the following statutes that represent “Truth in Contracting” laws:

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

**19. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS NOT REQUIRED**

**20. FORCE MAJEURE**

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

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

**21. GENERAL CONDITIONS**

Authorization to Proceed -- Successful Vendor/Contractor

- No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

Award of Contract

- It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the Board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

Return of Contract Documents—when required

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

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

- If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with any financial security becoming the property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

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

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

The Board of Education is the final authority in awarding renewals of contracts.

Term of Contract

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

Purchase Order Required; Notice to Proceed

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

**22. INSURANCE AND INDEMNIFICATION REQUIRED**

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

- Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

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

Insurance Certificate – When Required

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

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

Additional Insured Claim – The vendor/contractor shall include the following clause on the insurance certificate: The certificate holder shall be as follows:

**“Lower Cape May Regional Board of Education is named as an additional insured”**

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

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

#### **INDEMNIFICATIONS**

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

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

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

#### **23. INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED**

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act  
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall list the Board of Education and its address and remain in full force during the term of contract.

#### **24. INTERPRETATIONS AND ADDENDA**

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

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received by the date listed in the advertisement. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

## 25. NON COLLUSION AFFIDAVIT

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

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

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

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

## 26. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the School Business Administrator/Board Secretary at the date, time and place the proposals are due. The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors and the general public are invited to attend the opening of proposals.

## 27. PAYMENTS

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

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion, make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

### Invoices

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

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

## 28. PERFORMANCE BOND - NOT REQUIRED

## 29. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

### Annual Disclosure

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

### Chapter 271 Political Contribution Disclosure Form

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

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

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

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

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

## 30. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

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

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

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

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

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

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

**31. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—re-Employment Resource P.L. 201P8 c.5 link below for guidance and compliance procedures.

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

**PRESENTATION AND INTERVIEWS**

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

**32. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

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

**33. RIGHT TO KNOW LAW**

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

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

**34. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

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

**35. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

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

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

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

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

### **36. TAXES**

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

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

### **37. TERMINATION OF CONTRACT**

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

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

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

After the initial year of the contract, either party may terminate the contract without reason with sixty (60) days' notice.

### **38. WITHDRAWAL OF PROPOSALS**

#### **Before The Proposal Opening**

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

### After The Proposal Opening

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

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

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

# **TECHNICAL SPECIFICATIONS**

## **VIRTUAL TUTORING SERVICES**

### **Purpose of Proposal:**

The Lower Cape May Regional School District seeks a qualified Virtual Tutoring Services Contractor to work with identified students in grades 7 through 12 in the Lower Cape May Regional District. The firm shall be on the State of New Jersey's *Vendors Approved for the New Jersey High-Impact Tutoring Program List*.

### **Background of the School District:**

The Lower Cape May Regional School District is a rural school district located in Cape May County, New Jersey. The District serves approximately 1,030 students between grades 7 through 12<sup>th</sup> grade. The District has approximately 380 employees, of which approximately 250 are full and/or part-time certified teaching positions.

### **A. SCOPE OF SERVICES (TECHNICAL CRITERIA)**

Applicants should demonstrate knowledge of and experience in providing high dosage, virtual tutoring to secondary age (grades 7-12) students. Any experience or knowledge of matters that directly affect the Lower Township School District should be addressed.

Virtual tutoring will be provided in small groups (no larger than three students at a time) during their intervention block, throughout the school day (8:00 a.m. through 2:30 p.m.). The successful firm will provide high dosage, virtual tutoring from approximately September 8, 2026, through June 10, 2027.

The successful firm will utilize their own curriculum, aligned with the K-12 standards in New Jersey. Students receiving the virtual tutoring will be given an assessment to track their growth every two weeks.

All virtual tutors must successfully complete a background check through the State of New Jersey/Department of Education.

### **B. SCOPE OF SERVICES (TECHNICAL CRITERIA)**

Applicants should demonstrate knowledge of and experience in providing high dosage, virtual tutoring to secondary age (grades 7-12) students. Any experience or knowledge of matters that directly affect the Lower Township School District should be addressed.

Virtual tutoring will be provided in small groups (no larger than three students at a time) during their intervention block, throughout the school day (8:00 a.m. through 2:30 p.m.). The successful firm will provide high dosage, virtual tutoring from approximately September 8, 2026, through June 10, 2027.

The successful firm will utilize their own curriculum, aligned with the K-12 standards in New Jersey. Students receiving the virtual tutoring will be given an assessment to track their growth every two weeks.

All virtual tutors must successfully complete a background check through the State of New Jersey/Department of Education.

## **QUALIFICATIONS FOR VIRTUAL TUTORING SERVICES**

Respondents shall provide a detailed narrative demonstrating their knowledge and experience in providing virtual tutoring services for the Board of Educations. Respondents shall demonstrate experience working with the New Jersey School Districts to provide the type of services requested in this RFP.

### **C. Fee Schedule - Payment**

- **Documents to be received along with a certified invoice from the agency monthly:**
  - A timesheet for each virtual tutor providing services. The timesheet must include the days and times worked for the period. All timesheets must be signed by a School Administrator certifying time spent tutoring.
- **Rate of Pay:**
  - Hourly Rate for Tutors
  - Hourly Rate for Training/Professional Development
  - Hourly Rate for Administration/Program Management

### **D. Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the District's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Criteria

### **E. Evaluation Process – Weighting and Scoring of Proposals**

The Evaluation Committee intends to recommend the award of a contract to the School Board to the Proposer whose proposal is the most advantageous to the District, with price and other factors considered. Each area of the requirements should be addressed in detail in the proposal. The Evaluation Committee will determine if the Proposer has met these requirements via the evaluation criteria. The Board will determine who is awarded the contract based upon recommendation from the Evaluation Committee, the requirements in the RFP and Public School Contract Laws.

The criteria that will be considered in evaluating proposals are detailed in the following table. They are weighted based upon importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest. Points may be awarded in .50 increments. After the points are awarded by the evaluator the weighing factor will be applied and a total score will be calculated. Based upon that score, the Evaluation Committee will then recommend a Proposer to the Board of Education for the award of the contract. Each area of the evaluation should be addressed in detail in the proposal. The following are the criteria:

	<b>The Criteria Used in Evaluating Proposals</b> <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest.</i>	<u>Weighting</u> <u>Factor</u>
I	<b>1. Technical Criteria:</b> Considers the Contractor's capability of meeting the scope of services as outlined in the RFP as evidenced in their proposal.	25%
II.	<b>2. Management Criteria:</b> Considers the Contractor's capability and experience as measured by financial statements, performance record, litigation, references and recommendation, and years in the industry.	30%
III.	<b>2. Costs Criteria (performed by the business office):</b> Considers the cost of providing the services requested as outlined in the Contractor's proposal.	45%

### **Technical Criteria**

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services listed in the technical specifications. Respondents shall also provide evidence of how services of similar type were provided to other public and private schools in New Jersey. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service and work connectivity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

### **Management Criteria**

#### **a. Business organization**

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

- name, address, phone, fax, website, email address and other information of the professional firm or individual;
- an organizational chart noting the names of all principals and partners;
- resumes of key staff members that will be assigned to provide the requested services; and
- any other information concerning the company that would assist the School District in the evaluation process.

#### **b. Qualifications; Relevant Experience**

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

- evidence of providing services as listed in the specifications to public and/or private school districts for a minimum of at least three years;
- three letters of recommendation for similar services conducted in New Jersey;
- copies of all professional licenses that are required to perform the services as listed in the specifications;
- list of any judgments within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
- availability of personnel, facilities, equipment and other resources to provide the services requested, and
- other information concerning the company and/or individuals of the company that would assist the district in the evaluation process.

## **Costs Criteria**

### **Fee proposals**

Respondents are to submit a fee proposal schedule that complements the service that is being requested by the School District. The District requires that the provided bid pricing form be completed. The fee provided by the respondent shall be a significant part of the evaluation process as conducted by the District and respondent should provide a full detailed analysis of their fee proposal.

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Board will not reimburse any vendor for any incidental expenses related to the contract.

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

Extraordinary expenses that are incurred by the respondent in the performance of his or her duties may be brought to the Board **prior** to the actual expenditure. The Board upon recommendation of the appropriate administrator **may** consider reimbursing the expense or the Board may procure the services separately.

### **A. Evaluation of Proposals -- Evaluation Committee**

A committee will be selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal.

Committee members will be identified in the final report submitted to the Board and also in the award of contract resolution.

In accordance with the Office of State Comptroller's publication Best Practices for Awarding Services Contracts Section 4 – *(The Need for an Evaluation Committee)*, it has been determined that the evaluators:

“ . . . are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted.”

“ . . . have the relevant experience necessary to evaluate the proposal;” and

“ . . . are familiar with the need for the services to be performed in the request for proposals.” Patricia Ryan, School Business Administrator, Board Secretary, and Purchasing Agent will review and evaluate all proposals as they pertain to the procurement process.

# **LOWER CAPE MAY REGIONAL BOARD OF EDUCATION**

## **Request for Proposal RFP**

### **PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION**

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

Mark Mallett  
School Business Administrator/Board Secretary

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**

**SUBMISSION CHECKLIST**

(Please use checklist for compliance with bid)

Item	Where to get	Did you Sign it?	Did you enclose?
Acknowledgement of Addenda	Form is in Specifications		
Proposal Page is signed by authorized representative	Form is in Specifications		
Affirmative Action Questionnaire	Form is in Specifications		
Political Contributions Disclosure Form	Form is in Specifications		
Non-Collusion Affidavit properly notarized.	Form is in Specifications		
Statement of Ownership: properly notarized.	Form is in Specifications		
Vendor Certification	Form is in Specifications		
American with Disabilities Act of 1990	Form is in Specifications		
Investments in Iran Disclosure	Form is in Specifications		
Prohibition on Dealings with Russia or Belarus	Form is in Specifications		
Affirmative Action Form AA302, or Certificate, or Federal Letter	Bidder Provides	NA	
New Jersey Business Registration Certificate.	Bidder Provides	NA	
W 9-Taxpayer Identification Number	Bidder Provides		
Evidence of Technical Specifications	Bidder Provides	NA	
Evidence of Management Specifications	Bidder Provides	NA	

***To be completed, signed and returned with the proposal.***

**ACKNOWLEDGEMENT OF ADDENDA**

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

ADDENDA NO.

ISSUING DATES

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

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

**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 & returned with proposal**

<b>PROPOSAL FORM A - PRICING PER POSITION PER DAY</b>		
Description	Details	Cost
<b>Virtual Tutor</b>		
Virtual Tutor	<i>1:1 English Language Arts Tutor 30 minutes per day, 3x per week for 100 students in grades 3-6 for a total of 20 weeks..</i>	\$ _____ for the 26-27 year
<p>We, the undersigned company, certify that we have read and fully understand the attached Request for Proposals including any addendums issued, we have visited all sites and facilities covered by the scope of work, and our company meets all of the requirements specified.</p>		
<p>_____</p> <p>Authorized Signature</p>		
<p>Printed Name and Title</p>		<p>Address</p>
<p>_____</p>		
<p>Company Name</p>	<p>Phone Number</p>	<p>Date</p>

**To be completed, signed, and returned with the proposal.**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

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

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

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

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

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

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

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: [https://www.nj.gov/treasury/contract\\_compliance/](https://www.nj.gov/treasury/contract_compliance/)

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

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

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

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

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

Address \_\_\_\_\_

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

***To be completed, signed and returned with the proposal.***

## **ASSURANCE OF COMPLIANCE**

### **Contact with Students**

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

### **Anti-Bullying Reporting--Requirement**

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

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

The contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

### **Pre-Employment Requirements**

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

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

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

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

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

*To be completed, signed, and returned with the proposal.*

**LOWER CAPE MAY REGIONAL BOARD OF EDUCATION**

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

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

\_\_\_\_\_  
(Business Entity)

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

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

\_\_\_\_\_  
 **No Reportable Contributions** (Please check (✓) if applicable.)

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

**Certification**

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

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

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

Business Entity \_\_\_\_\_

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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.

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

**County Name: Cape May**

State: Governor, and Legislative Leadership Committees

Legislative District #: 1

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

**County:**

Cape May County Freeholders, Cape May County Clerk, Cape May County Sheriff

Cape May County County Surrogate

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

Avalon Borough	North Wildwood City	West Wildwood Borough
Cape May City	Ocean City	Wildwood City
Cape May Point Borough	Sea Isle City	Wildwood Crest Borough
Dennis Township	Stone Harbor Borough	Woodbine Borough
Lower Township	Upper Township	
Middle Township	West Cape May Borough	

**Boards of Education (Members of the Board):**

Avalon Borough	Middle Township	West Cape May Borough
Cape May City	North Wildwood City	West Wildwood Borough
Cape May Point	Ocean City	Wildwood City
Dennis Township	Sea Isle City	Wildwood Crest
Lower Cape May Regional	Stone Harbor Borough	Woodbine Borough
Lower Township	Upper Township	

**Fire Districts (Board of Fire Commissioners):**

Dennis Township Fire District No. 1	Middle Township Fire District No. 2
Dennis Township Fire District No. 2	Middle Township Fire District No. 3
Dennis Township Fire District No. 3	Middle Township Fire District No. 4
Lower Township Fire District No. 1	Upper Township Fire District No. 1
Lower Township Fire District No. 2	Upper Township Fire District No. 2
Lower Township Fire District No. 3	Upper Township Fire District No. 3
Middle Township Fire District No. 1	Upper Township Fire District No. 4
Middle Township Fire District No. 2	
Middle Township Fire District No. 3	



*To be completed, signed, and returned with the proposal.*

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

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

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

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

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

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

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

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

Partnership      Limited Partnership      Limited Liability Partnership (LLP)

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

### **Part II** Check the appropriate box

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

**OR**

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

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

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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 *Lower Cape May Regional Board of Education* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *Lower Cape May Regional Board of Education* to notify the *Lower Cape May Regional Board of Education* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Lower Cape May Regional Board of Education* to declare any contract(s) resulting from this certification void and unenforceable.

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

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

**To be completed, signed, and returned with the proposal.**

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

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

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

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

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

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

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

FEIN No. \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

References – Work previously done for School Systems in New Jersey

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

**Vendor Certification**

**Direct/Indirect Interests**

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

**Gifts; Gratuities; Compensation**

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

**Vendor Certifications**

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

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

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**

**To be completed, signed, and returned with the proposal.**

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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

Authorized Agent \_\_\_\_\_

Title or Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

*(Revised: January, 2016)*



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 YOU 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.

**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 Philippine 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.

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 AWARDED 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

**Lower Cape May Regional School District**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION/PROPOSAL TITLE** High Impact Tutoring Services  
**VENDOR/BIDDER NAME** \_\_\_\_\_

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

**CHECK THE APPROPRIATE BOX**

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

**OR**

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

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
**Print Name and Title**

**Version REV. 2.1 2021**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

**Lower Cape May Regional School District  
Cape May, NJ 08204  
N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

_____ Signature of Vendor’s Authorized Representative	_____ Date
_____ Print Name and Title of Vendor’s Authorized Representative	_____ Vendor’s FEIN
_____ Vendor’s Name	_____ Vendor’s Phone Number
_____ Vendor’s Address (Street Address)	_____ Vendor’s Fax Number
_____ Vendor’s Address (City/State/Zip Code)	_____ Vendor’s Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024