

HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

FOR:

Building Use for Before and After School Care Services

Proposals for the furnishing of Before and After School Care Services will be received by the HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT, until 11:00 a.m., prevailing time on December 16, 2011 at the Hopewell Valley Regional School District Administration Building, 425 South Main Street, Pennington, NJ 08534. Proposals will be opened and read aloud at the time and place set forth.

Robert Colavita, School Business Administrator at the above address, must receive proposals prior to this time. Envelopes containing proposals should be clearly marked as to the contents in the following manner:

“Proposals to Furnish Before and After School Care Services”

Robert Colavita
Business Administrator/
Board Secretary

HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT
425 South Main Street
Pennington, NJ 08534

INSTRUCTIONS FOR PROPOSAL

Purpose

The Hopewell Valley Regional School District (hereinafter “District”) is soliciting proposals for use of its buildings for the purpose of operating a Before and After School Care Program hereafter referred to as “Program”. The successful provider (hereinafter the “Provider”) will pay the Hopewell Valley Regional School District a monthly “Building Use” fee or provide for revenue sharing. Providers are responsible to provide before and after school care services to students of Hopewell Valley Regional School District only. Providers will be solely responsible for the Program. The District is seeking proposals for revenue garnered from Building Use fees or revenue sharing and will not be liable for any activity occurring within the Program.

Program Vision

Provide a dynamic Before and After School Care Program for students in partnership with the district that includes both high quality school-aged childcare as well as enrichment programming. Enrichment programs are to be available to all students, not just those enrolled in the school aged childcare program.

Term

This contract shall begin on July 1, 2012 and conclude on June 30, 2013. This contract may be renewed in accordance with applicable statute.

Schools where Program may operate (“District facilities):

- Bear Tavern Elementary School, 1162 Bear Tavern Road, Titusville, NJ
- Toll Gate Grammar School, 275 South Main Street, Pennington, NJ
- Hopewell Elementary School, 35 Princeton Ave, Hopewell, NJ
- Stony Brook Elementary School, 20 Stephenson Road, Pennington, NJ
- Timberlane Middle School, 51 South Timberlane Drive, Pennington, NJ
- District Admin Building Annex, 425 South Main Street, Pennington, NJ

Hours of allowable operation:

- School days: Timberlane Middle School – 2:45 p.m. to 6:30 p.m.
Elementary Schools – 7:00 a.m. to 8:30 and 3:30 p.m. to 6:30 p.m.
District Admin Building Annex
- Non-school days 7:00 a.m. to 6:30 p.m.(Weekdays Only).

Allowable operating days:

- Monday through Friday during the school year as defined by the school calendar.
- Program shall be closed on days when schools are observing an Emergency Closing.
- Program shall be closed on Thanksgiving Day, New Year’s Day, and Christmas Day.
- On other days when schools and offices are closed, the only buildings allowed to be used are the District Admin Building Annex and Stony Brook Elementary School.

Use of Facilities: Use of Facilities shall be restricted to the following areas:

- Bear Tavern Elementary School-Gym, Cafeteria, Playground, Bathrooms, 1 secure storage location, mailbox in the Main Office (During School Operating Hours).

- Toll Gate Grammar School-Cafeteria, Playground, Bathrooms, 1 secure storage location, mailbox in the Main Office (During School Operating Hours).
- Hopewell Elementary School-Cafeteria, Playground, Bathrooms, 1 secure storage location, mailbox in the Main Office (During School Operating Hours).
- Stony Brook Elementary School-Cafeteria, Playground, Bathrooms, 1 secure storage location, mailbox in the Main Office (During School Operating Hours).
- Timberlane Middle School – Cafeteria, Playground, Bathrooms, 1 secure storage location, mailbox in the Main Office (During School Operating Hours).
- District Admin Building Annex – Building/Playground.

Use of additional space within buildings is subject to the approval of the building principal.

There shall be no access to the building kitchens. The Provider may install locking refrigerators. The refrigerator shall be standard household size or smaller. The location of the refrigerator will be determined jointly by the District and the Provider.

Security:

All doors must remain locked at all times. Propping of doors is prohibited. All visitors and staff must sign into the facility. The Provider shall maintain a sign in log of all people entering the building. A copy of the log must be kept for inspections by District personnel throughout the length of the contract.

Telephone: Each location shall have its own cellular telephone provided by the Provider. The Provider shall publish all numbers. Telephones for each location shall be operational and on during Building Use hours. A 24 hour contact person shall be listed and made available to District personnel upon request.

The Provider shall keep student and staff attendance lists each day and make the lists accessible to the District. Attendance shall be kept by first and last name.

The Provider will update the school office on a daily basis, 2 hours before dismissal, of all students enrolled and scheduled to attend the Program each day. The communication will be made electronically to district via e-mail to each school’s Main Office. The list will contain the names of the students for that school only and be organized by teacher.

The Provider’s staff members shall prominently wear identification badges at all times. Badges shall be supplied by the Provider. Badges shall contain a picture I.D. and the first and last name of each staff member.

Duty of Care:

Duty of care for persons enrolled in the Program shall be borne solely by the Program. **NO ENROLLEE OR GUEST MAY EVER BE ALLOWED TO HAVE UNATTENDED ACCESS TO DISTRICT FACILITIES.**

On days when school is in session, the Program shall be responsible for students upon their delivery to the cafeteria by the school.

On non-school days, the District shall have no Duty of Care other than to provide facilities listed herein.

Surveillance:

The District reserves the right to full access of all property listed for use by the Program. The District reserves the right to conduct surveillance, video, audio, and direct observation of the Program at all times without obstruction or delay by the Program. The Provider shall not be allowed access to the District's surveillance systems.

Cleaning:

The Provider shall leave the floor areas of use "Broom Clean" each day. All tables shall be wiped down with a District approved cleaner/disinfectant. The District shall supply all cleaning fluids, mops, rags, and brooms.

Literature:

Provider's program literature may include the "Hopewell Valley Regional School District" name provided it has been preapproved by the Superintendent of Schools. Literature may be distributed by the Hopewell Valley Regional School District. The District may allow use of its website, or any other facilities not expressly listed in this specification. All requests and approvals must be done in writing. Verbal agreements will not be honored.

Damages:

Provider may not cause or permit any damages to District premises, property, furnishings, fixtures or equipment, and will not do or allow anything to be done which would damage or change the finish or appearance of the premises, or its furnishings, fixtures, or equipment. Provider is responsible for the cost to repair any damage done. Provider shall pay this amount within 10 days of being notified of the amount.

Facilities Modifications:

Provider may not make modifications to District facilities.

Payment:

Provider shall pay the District the total amount of the Building Use fee in ten equal installments. Payment shall occur in advance, prior to the first calendar day of the month the buildings are being used. First payment shall be received in August and the last payment shall be received in May.

Failure to make payment shall warrant cancellation of this contract. Cancellation shall occur within 10 calendar days after the due date. Building use will terminate on the 10th day following the due date. The Provider shall be responsible for completing the payments for the remaining months on the contract.

Payment shall be made payable to: "Hopewell Valley Regional School District." Checks shall be mailed or hand-delivered to: Business Administrator, 425 South Main Street, Pennington, NJ 08534.

The District reserves the right to require that all checks be Certified.

Facilities Inspection:

The Hopewell Valley Regional School District will maintain an operational Certificate of Occupancy to TCO for each facility, current Health Certificates and a current Fire Safety Inspection all in accordance with Department of Education regulations and requirements of the State and Township as applicable to school districts.

Secular Use:

Users shall be bound to the same restrictions as the Hopewell Valley Regional School District with respect to religious and political advocacy.

SUBMITTING PROVIDER RESPONSE FORM

You must address all of the following points in your proposal to provide Before and After School Care Services. If you feel that an individual item is not applicable to your proposal, you must clearly indicate this in the proposal.

GENERAL

1. Describe your experience in providing care to school-age children. Include your program goals and philosophy regarding the purpose of a before and after school program.

PROGRAM

2. Describe a typical day/month schedule of activities. Please include the following:
 - Differentiated activities
 - Interactions between age groups
 - Behavior management plan
 - Meal/snacks and food allergies
 - Incorporation of free time play vs. structured activities including homework
3. Describe how you communicate with parents. What is the procedure for handling complaints?
4. Describe your ability to accommodate children with special academic, physical, emotional, and medical needs.
5. Describe your policy for children that are ill or become ill in your care.
6. Describe your plan for handling emergencies
7. Describe how you keep track of which children are to be in the program on any given day. Detail your check-in and check-out procedures and explain what will be done when a child does not arrive at a scheduled time.
8. Submit a copy of your parent's handbooks and Policies and Procedures manual
9. Describe any programs that you have available for children enrolled in the program during school vacations, snow days, and early release days.
10. Describe your policy for situations when a parent picks up a child earlier or later than the scheduled time. What are your safety procedures on unauthorized person pick-up?

STAFFING

11. Describe how you locate, train, and monitor the staff that operates the Child Care Program. Please provide job descriptions for all positions.
12. Describe the qualifications that your staff is required to have. Include educational level, experience with children, first aid certification, etc. Describe your policy for checking the validity of employment applications and the methods you use to complete a criminal records check

13. Describe the proposed management of the Program as specifically as possible. The credentials and experience of all members of your proposed team should be detailed.
14. What ratio of staff to student will you maintain? How do you plan to handle staff absenteeism?

FEES

15. Describe the proposed fee structure for your program and state your fees. Include information about:
 - Registration fees
 - How fees will be charged (hourly, daily, weekly, other)
 - Services included in the fee
 - Any supplemental costs (breakfast, snacks, materials, etc.)
 - Is part time enrollment or occasional services available? If so, please explain.
 - Is there a fee adjustment based on the number of children enrolled in the Program?
 - Is there a fee adjustment for multiple children from one family? Please explain.
 - Are you able to provide a sliding fee based on income?
16. Describe fee proposal for building use and/or revenue sharing with district.

CONCLUSION

17. Describe what other benefits and/or products your Program could provide the District.
18. Summarize what you believe to be the major strengths of your program.
19. Include five current client references. References should be included on the Request for Reference form.

COMPANY NAME AND ADDRESS OF BIDDER (Type or Print)

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Also, Type or Print)

I certify that I am an authorized representative from the above named company with full authority to bind the company to the terms and conditions of this proposal. I have read the specifications and agree to all conditions set forth therein.

| | | |
|------------------------------|---------------|---------------------------|
| _____ Signature | _____ Date | _____ Telephone Number |
| _____ Printed Name, Title | | _____ Facsimile Number |

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

EVALUATION

The District's objective in soliciting proposals is to enable it to select a Provider that will provide high quality services to the citizens of Hopewell Valley. The District will consider proposals only from Providers that, in the District's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of Hopewell Valley in the manner described in this Request For Proposal.

Proposals will be evaluated by the Superintendent of Schools and Business Administrator on the basis of the most advantageous submission, all relevant factors considered. The evaluation will consider:

1. Components of proposed before and after school care services program
2. Proposed building use fee
3. Experience and reputation in the field, including any relevant experience with this District.
4. Knowledge of the District and the subject matter addressed under the contract.
5. Recommendations of references

All Providers are required to provide sufficient information in their proposals for evaluation. The Superintendent of Schools and Business Administrator shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the Provider to perform, on their past performance, experience with public school districts of similar size, and understanding of the services to be provided.

The finalists will be interviewed by a committee comprised of parents, teachers, principals, Board of Education members, and administrators for the purpose of obtaining additional clarification. Should proposals submitted require additional clarification and/or supplementary information, Providers should be prepared to submit same in a timely manner.

The District reserves the right to award without any interviews. However, notwithstanding the foregoing, nothing contained within this Request for Proposal shall restrict the District's ability to award.

Proposals, which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications, will be classified as "acceptable." Proposals found not to meet the specifications will be classified, as "unacceptable" and no further discussion concerning same will be conducted.

Based upon this evaluation and review, the Superintendent of Schools and Business Administrator shall recommend a proposed contract with the highest qualified Provider classified as "acceptable."

Providers are advised that in the event of receipt of adequate number of proposals, which, in the opinion of the Superintendent of Schools and Business Administrator require no clarification and/or supplementary information, such proposals may be evaluated without any further discussion.

The District reserves the right to make on-sight visitations to access the capabilities of individual Providers and to contact references provided with the proposal.

INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF PROPOSAL

The intent of this specification is to establish minimum requirements upon which solicitation of proposals will be accepted for the use of building premises.

2. UNDERSTANDING OF WORK BEING REQUESTED:

Providers are expected to examine the specifications and property. Failure to do so shall in no way relieve the Provider from any obligation in respect to the proposal.

Provider shall not make additional stipulations in his proposal that restrict the District in any way.

At the time of the opening of the proposals, each Provider will be presumed to have examined and to be thoroughly familiar with the specifications. The failure of or omission of any Provider to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such Provider from obligation in respect to the proposal. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the proposal carries with it agreement to this and other obligations set forth in the specifications and requirements.

3. HOW TO ADDRESS PROPOSALS:

Proposals and modifications thereof shall be enclosed in sealed envelopes addressed to the office specified in the Request for Proposal with the name and ADDRESS OF THE PROVIDER, DATE AND HOUR OF OPENING and the NAME OF THE PROPOSAL, and statement, "SEALED PROPOSAL ENCLOSED" on the face of the envelope. The Board assumes no responsibility for the proposals not received on time at the location stipulated in the request for proposal.

Each Provider shall sign the proposal and print or type his name on the proposal summary page, pricing page and any other page where an entry is made. Proposals shall be signed by proper authorities in ink. Proposals must include full business address, legal trading name and the authorized signature which binds the organization in this matter.

Proposals must be submitted on the prescribed form. The unit price for each item proposed shall be entered in ink or typed. A total shall be entered in the amount column for each item where a proposal is submitted.

4. DELIVERY OF PROPOSALS:

Proposals may be hand delivered or mailed per legal notice to Providers. In the case of mailed proposals, the District assumes no responsibility for proposals received after the designated date and time and will return late proposals to the Provider unopened.

The Provider shall familiarize himself with all forms provided by the District that are to be returned with the proposal. If there are any forms that the District is to provide that are either missing or illegible, it is the responsibility of the Provider to contact the Business Office (refer to front page for phone number) for duplicate copies of the forms. This must be done before the proposal date and time. The District accepts no responsibility for duplicate forms that were not received by the Provider in time for the Provider to submit with the proposal.

All documents returned to the District shall be signed with an original signature in ink. Failure to sign and return all required documents with proposal package may be cause for disqualification. The District will not accept facsimile or rubber stamp signatures.

5. LATE PROPOSALS:

No proposal, under any circumstances, shall be acceptable after the date and time set forth in this Request for Proposal or any amendment. Any Provider who mails his/her proposal accepts all responsibility for any delay in delivery, including but not limited to delivery to wrong address.

6. CORRECTIONS ON PROPOSALS PRIOR TO PROPOSAL SUBMISSION:

If the Provider wishes to change a price entered on his proposal PRIOR TO SUBMITTING HIS PROPOSAL, he must do so by crossing out the originally entered price, inserting the correct price and extension and INITIALING SAME IN INK.

9. EXPLANATIONS TO PROVIDERS:

Any explanation desired by a Provider regarding the meaning or interpretation of the Request for Proposal, drawings, specifications etc., must be made to Robert Colavita, Business Administrator/Board Secretary, in writing and received by the Business Office within eight (8) working days prior to the due date so a reply can be issued to all Providers. Neither the District, District Board of Education nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications

10. SUBMISSION OF PROPOSAL/WITHDRAWAL OF PROPOSAL:

Any proposal may be withdrawn prior to the date/time of the opening or authorized postponement thereof. A written request for the withdrawal of a proposal must be received prior to the advertised date and time of opening for the request to be granted. Any proposal received after the opening date/time will not be considered (Title 18A:18A-21). No Proposer may withdraw a proposal within sixty (60) days after the actual date of the opening.

11. OWNERSHIP DISCLOSURE:

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

12. NON-COLLUSION AFFIDAVIT:

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

13. INSURANCE REQUIREMENTS:

Prior to furnishing any services, the Provider shall furnish a Certificate of Insurance to the District showing the following minimum insurance requirements in forms and with insurance companies acceptable to the District. Further, it is agreed that the policy (IFS) shall be endorsed to provide 30 days written notice of cancellation or nonrenewal to the District prior to cancellation, termination, or material alternations of said insurance.

Workers Compensation and Employer's Liability in accordance with the statutory requirements.

The Provider shall require all services for which it contracts and enters HVRSD, to similarly provide the same coverage. "All States" Endorsement shall be attached and the Employer's Liability Insurance shall carry a minimum limit of \$1,000,000 each occurrence.

Broad Form Property Damage, Broad Form Contractual Liability and General Liability Broadening Endorsement-Personal Injury Employee/Employer exclusion deleted with the following minimum combined limits of liability:

Bodily Injury - \$1,000,000 each occurrence

Property Damage - \$1,000,000 each occurrence

This insurance is to apply to all owned, non-owned and hired automobiles used by Provider in the performance of the work.

Umbrella Excess Liability Insurance with the following minimum limits of liability: \$5,000,000

The insurance coverage's outlined above are to include the District and the District Board of Education as an additional insured with respect to its liability arising out of operations performed under this contract.

No policies of insurance shall contain any exclusions relating to the work to be performed, or the services to be provided by Provider.

14. BUSINESS REGISTRATION CERTIFICATE: N.J.S.A. 52:32-44

The Provider shall provide a New Jersey Business Registration Certificate issued by the Department of Treasury with its proposal as required by N.J.S.A. 52:32-44. Any Subcontractors hired by the Provider shall provide their Business Registration Certificate to the Provider, who shall forward it as required by N.J.S.A. 52:32-44. No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

15. AWARD OF CONTRACT: N.J.S.A. 18A:18A-36-40.

The contract will be awarded to the Provider whose proposal complies with the proposal specifications, and is most advantageous, price and other factors considered.

The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

16. INDEMNITY:

Provider shall indemnify and hold the District and the District Board of Education harmless from and against any and all liability and costs arising from injury to persons and property occasioned wholly or in part by any act or omission of Provider, its employees, members, invitees, and all

other persons whom Provider permits in, on, or about the School District facilities. Provider shall defend any and all claims, actions, suits, or legal proceedings which may be brought against the District or the District Board of Education, or in which the District or District Board of Education may be impleaded or joined with others as a result of Provider's use of the District's facilities, and shall satisfy and discharge any judgments, orders, and decrees that may be recovered against the District or the District Board of Education in any such action or proceedings.

17. FURNISHED PROPERTY:

No materials, labor or facilities will be furnished by the District unless otherwise specified on the Request for Proposal.

18. TERMINATION: The District reserves the right to terminate the permission hereby given to the Provider to use or otherwise occupy District facilities for the Program, at any time at the District's convenience, by giving Provider at least sixty (60) days written notice of such termination for convenience. The District reserves the right to terminate the permission hereby given to Provider to use or otherwise occupy District facilities for the Program, for cause, if Provider shall fail to comply with or abide by each and all of the provisions hereof or keep any and all of its promises herein.

19. "RIGHT TO KNOW" LAW: N.J.A.C. 8:59-5.1

All items which contain chemicals must comply with the New Jersey Right to Know statute. Manufacturer Safety Data Sheets, Hazardous Substance Fact Sheets and labels are required with every item purchased and stored or used on school grounds. If Manufacturer Safety Data Sheets and labels are **not** received, the order will not be accepted. Products containing chemicals must be labeled in accordance with the Right to Know Law **and** Hazardous Communications Standards Act. Provider shall remedy any such situation within 72 hours written notice. This includes all instructional material, i.e. paints, glues, and any other materials brought into the District facilities.

20. TAXES, PERMITS, AND FEES:

The District is a local governmental unit and is exempt from taxes.

21. TRANSFER OR ASSIGNMENT:

After award, the contract may not be subcontracted, transferred, or assigned by the Provider in whole or in part without the prior written consent of the District.

22. DISPOSAL OF REFUSE:

The Provider may use district dumpsters for events occurring on site. This shall be limited to normal disposal of food items and incidental waste items.

23. SITE VISITATION (Where Applicable) :

It is recommended that the Provider visit the work site prior to submitting a proposal. The Provider's failure to visit the sites and make necessary observations during his visit to the work site will not in any way relieve the successful Provider from meeting any conditions that may have to be met for complete and satisfactory service according to this contract. All pre-existing conditions should be accounted for in the Provider's proposal. Site visit shall be coordinated with the contact person named herein.

24. WORK AREA: PROTECTION OF WORK AND PROPERTY:

Provider shall keep the work area clean of debris and refuse at all times. No hazardous conditions may be allowed to exist. Where safety is an issue, the District requires that potential hazards be reported immediately to the Director of Facilities. The District reserves the right to require the Provider to “rope off” sections and or post notices, etc, to protect persons from harm in the area they are using until such time as the problem is resolved. The District retains the right rescind the use of its buildings due to unsafe conditions. The District shall not be responsible for any delay costs associated with stopping work as a result of unsafe working conditions.

Work Area shall be defined as those areas listed in this specification for which the Provider may have access.

25. FEDERAL, STATE, AND LOCAL LAWS:

The successful Provider must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public or other authorities controlling or limiting the methods, the material to be used, or actions of those Employed in work of this kind. All work, labor or material necessary to comply with these laws, codes, ordinances, rules and regulations shall be performed and furnished by said successful Provider.

26. SAFETY

Providers shall take all reasonable measures necessary, as determined by local, state and federal laws to ensure a safe working environment. In all cases, when work is completed for the day, the project area shall be policed and secured.

27. CONTRACT N.J.S.A. 18A:18A-40: These terms and conditions, along with the proposal, and subsequent Board of Education resolution to award, officially authorized and memorialized via notice from the Board Secretary shall constitute the final contract.

28. MULTI-YEAR CONTRACTS: N.J.S.A. 18A:18A-42, N.J.A.C. 5:34-8.1

As per N.J.S.A. 18A:18A-42, contract may be extended beyond the initial term. This contract may be extended beyond the current term specified. All contracts shall be for a period of one year unless otherwise stated in the specification. Upon mutual consent of both the Provider and the Board of Education, this contract may be extended for one two year period, or two one year periods. In no case shall the length of this contract exceed five years. Per N.J.S.A 18A:18A-42, any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recently quarterly calculation available at the time the contract is renewed. The terms and conditions of the contract shall remain substantially the same.

29. 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.

30. PAY TO PLAY: 6A:23A-6.3 Contributions to board members and contract awards

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

No school board 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, c. 83 (N.J.S.A. 19:44A-1 et seq.) to a member of the district board of education during the preceding one-year period.

Contributions reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the district are prohibited during the term of a contract. When a business entity referred to in (a) 2 above is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where 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.

The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

31. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful Provider is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Provider is obligated to comply with the Act and to hold the OWNER harmless.

32. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

33 Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c. 127).

1. Procurement, Professional and Service Contracts

The successful Providers must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter),

or

- i. A photocopy of an approved Certificate of Employee Information Report,
or
- ii. If the Provider has none of the above, the public agency is required to provide the provider with an Initial Affirmative Action Employee Information Report (AA-302).

ENCLOSURE CHECK OFF

- OFFICIAL PROPOSAL FORM YES____ NO____
- AFFIRMATIVE ACTION QUESTIONNAIRE SIGNED YES____ NO____
- BUSINESS REGISTRATION CERTIFICATE ENCLOSED YES____ NO____
- CONTRACT SHEET SIGNED YES____ NO____
- NON-COLLUSION AFFIDAVIT SIGNED YES____ NO____
- OWNERSHIP DISCLOSURE STATEMENT SIGNED YES____ NO____
- SEXUAL HARASSMENT STATEMENT SIGNED YES____ NO____
- POLITICAL CONTRIBUTION DISCLOSURE FORM SIGNED YES____ NO____
- REQUEST FOR REFERENCE FORM YES____ NO____

The Provider agrees that in the event the contract award is not in compliance with the above dates due to unforeseen delays, then the Provider will accept the contract commencing with the formal date of award, and for the period determined to be in the best interest of the District.

I understand that if I fail to comply with any provisions of these specifications and regulations, or any other regulation set up, it shall be deemed sufficient for the cancellation of this contract. I further understand that any falsification on information of the disclosure statement, or prescribed questionnaire shall be deemed sufficient for the cancellation of this contract.

Signature Date

The District reserves the right to request any provider to explain the method used to arrive at any or all figures.

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

CONTRACT SHEET

This is to certify:

1. That the proposal terms, conditions, instructions, and all other specifications have been reviewed by us, and
2. That we are familiar with these terms, conditions, instructions and specifications, and
3. That the accompanying quotation is being submitted in strict accordance with such terms, conditions, instructions and specifications as they pertain to this request for proposal, and
4. The Disclosure Statement required by Chapter 33, Laws of 1977, is signed and enclosed.

NAME OF COMPANY _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY/TOWN, STATE, ZIP _____

TELEPHONE NUMBER _____

AUTHORIZED REP NAME _____

AUTHORIZED REP TITLE _____

Authorized Representative's Signature

Date

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

FORM ON NON-COLLUSION AFFIDAVIT

(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the _____

(city, town, borough)

of _____, in the county of _____

State of _____, of full age, being duly sworn according to

law on my oath depose and say that:

I am _____ of the firm of _____

the bidder making the proposal for Before and After School Care Services, and that I executed

the said proposal with full authority to do so, that said bidder has not, directly or indirectly,

entered into any agreement, participated in any collusion, or otherwise taken any action in

restraint of free, competitive bidding in connection with the above bid and that all statements

continued in said proposal and in this affidavit are true and correct, and made with full

knowledge that the State of New Jersey relies upon the truth of the statement continued in said

proposal and in the statements continued in this affidavit in awarding the contract for the said

project.

(Name of Proposer Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn before me this

_____ Day of _____, 2011

(Seal) Notary Public of New Jersey

My commission expires _____, 20_____

AFFIRMATIVE ACTION

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, sex, affection or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and the selection of 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, sex, affect ional or sexual orientation;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that is does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency that 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 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractors and its subcontractors shall furnish such reports or other documents to the affirmative action officer 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17-27.

All successful vendors shall submit one of the following:

1. Evidence of a federally approved Affirmative Action Plan;
2. A certificate of Employee Information Report Approval.

AFFIRMATIVE ACTION QUESTIONNAIRE

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

YES

NO

a. If yes, a photo static copy of said approval shall be submitted to the Board of Education with the bid documents

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

YES

NO

3. If you answered No to both questions above, an Affirmative Action Employee Information Report (AA-301) will be mailed to you. Complete the form and forward it to the Affirmative Action Office Department of Treasury, CN 209, Trenton, NJ 08625. 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 _____

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

OWNERSHIP DISCLOSURE

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

OWNERSHIP DISCLOSURE STATEMENT

**CERTIFICATION REQUIRED BY CHAPTER 33, LAWS OF 1977
(APPROVED 03/08/1977)**

I certify that the following are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed:

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOTE: If any of the above entities is a corporation, the following are the names and addresses of all persons owning ten percent (10%) or more of that corporation:

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I further certify that I will notify the Secretary of the Hopewell Valley Regional School District on any changes to the above list within ten (10) days of such change.

By: _____
Signature

Title: _____

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SEXUAL HARASSMENT STATEMENT

The Provider will maintain an environment that is free from sexual harassment. The District Board of Education's policy defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made to any member of the school staff or any student.

Sexual harassment may include, but is not limited to, verbal harassment or abuse, pressure for sexual activity, repeated remarks to a person, with sexual or demeaning implications and unwelcome touching.

We would expect all Provider representatives conducting business with us to adhere to our established sexual harassment policy. Failure to comply with our policy in this area may result in the termination of our contractual agreement.

COMPANY _____

SIGNATURE _____

TITLE _____

DATE _____

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REQUEST FOR REFERENCE FORM
Before and After School Care Services

1. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual: _____

2. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual: _____

3. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual: _____

4. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual: _____

5. Name _____
Address _____
Telephone _____ Email address _____
Contact Individual: _____

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