

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NJ 08558

SEALED BID

B23-01, District SIS Management Services

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
NOTICE TO BIDDERS**

The Montgomery Township Board of Education will accept sealed bids until **10:00 A.M. on Friday, June 3, 2022**, and will be publicly opened and read thereafter in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558, for the following:

B23-01, District SIS Management Services

The bid package may be examined at the office of the School Business Administrator/Board Secretary as stated above and each bidder, thereof, may obtain one copy. Requests may be made to (609) 466-7635 or the District Homepage, www.mtsd.k12.nj.us, click-on Departments/Business Office/Bids.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to Mrs. Alicia Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

Bidders shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, over \$2,000.00 but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. If applicable the bidders are required to comply with the Prevailing Wage Law as required under Chapter 150 of the laws of 1963, State of New Jersey.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., pertaining to the "Public School Contracts Law".

Mrs. Alicia M. Schauer
School Business Administrator/Board Secretary
May 9, 2022

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

B23-01, District SIS Management Services

Instructions to Bidder

General

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for the general Educational Software Support of our District's current Genesis SIS Management Services including Administration, Educational Software Support and State and Federal compliance reporting. These specifications for the provision or performance of goods or services have been drafted in a manner to encourage free, open and competitive bidding.

The Montgomery Township Board of Education will accept sealed bids until **10:00 A.M.** on **Friday, June 3, 2022** in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558 Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, clearly marked with the bid description and bid number, and addressed to Alicia Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. No bids, under any circumstances shall be accepted after the stated time in the "Advertisement". Any bidder who mails their bid accepts responsibility for any delay in delivery, including, but not limited to, delivery to the wrong address.

The bidder is required to complete all spaces called for on the proposal form. Omission of any information will result in the bidder's proposal being considered as non-responsive.

At the time of the opening of the bids, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any bidder 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 bidder from obligation in respect to the bid. 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 bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

In the event there is a discrepancy between the unit price and the extended total, the unit price shall govern. The Board of Education reserves the right to increase/decrease quantities at the accepted unit prices for the time period specified. Prices shall include proper packing and inside delivery F.O.B. destination to the Montgomery Township Board of Education's designated points. If delivery is not made within sixty (60) days after receipt of order, unless otherwise noted, the Montgomery Township Board of Education reserves the right to cancel the order and

award to the next lowest responsible bidder. Bid prices are firm and cover the period designated in the Specification/Price Sheet and Proposal Form.

Failure to change the description as indicated shall be interpreted to mean that the bidder intends to furnish the particular make of article called for in these specifications and the Montgomery Township Board of Education shall insist upon delivery of the specified item. When the specifications list more than one manufacturer for a specified item, the bidder is required to indicate which manufacturer and number listed he intends to furnish. Where the bidder to the contrary makes no indications, it is to be understood that the bidder can supply all the brands listed in the specifications.

All supplies or services are subject to examination by agents designated by the Board of Education. The Board of Education shall reserve the right to reject any and all products that do not meet the specifications. The supplier shall pick up any rejected product immediately and promptly replaced with a product, which meets all specifications.

The Board of Education shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Board of Education, be held for consideration for such longer period as may be agreed (18A:18A-36, a.). The Board of Education reserves the right to reject all bids pursuant to N.J.S.A.18A:18A-22. Bidders are required to comply with the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., P.L. 1975, C. 127 (N.J.A.C. 17.27).

American Goods, Brand Names, Proprietary Goods or Services, Etc.

All contracts for work for which the Montgomery Township Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A.18A:18A-20).

Whenever a “brand name” is stated in all cases “brand name or equivalent” is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J.S.A.18A:18A-15).

In the performance of the work the bidder and all subcontractors shall use domestic materials. But if the Montgomery Township Board of Education finds that in respect to some particular domestic materials it is impracticable to make such a requirement or that it would unreasonably increase the cost, an exception shall be granted.

Laws

The bidder shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. The parties’ contract shall be governed by the laws of the State of New Jersey.

The bidder shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Interpretation and Addenda

Clarifications, request for interpretation or questions will be accepted no later than ten (10) days, Saturday, Sundays, or holidays excepted, prior to the date for the acceptance of bids and shall be forwarded to Mrs. Alicia Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558. Any and all such clarifications, interpretations, answers to questions and any supplemental instructions will be sent in the form of written addenda to the specifications to any person who submitted a bid or who has received a bid package in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender.

Notice of all addendums shall be published no later than seven (7) days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the Montgomery Township Board of Education and be provided to any person who submitted a bid or who has received a bid package will be forwarded to the prospective bidders in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.A. 18A:18A-21 c. 1).

Failure of any bidder to whom addenda is sent fails to receive such addenda shall not relieve any bidder from any obligation under his bid submitted; all addenda so issued shall become part of the contract document. Failure of the Montgomery Township Board of Education to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file shall not be considered failure by the Board of Education to provide notice.

Challenges

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with Mrs. Alicia Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558, no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract (N.J.S.A. 18A:18A-15).

Insurance Requirements

The bidder shall maintain the following insurance in force and effect for the term and the life of the contract. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey and rated as A or better as determined by A.M. Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Montgomery Township Board of Education. All policies shall incorporate a provision requiring the giving of written notice to the Montgomery Township Board of Education by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

Commercial general liability insurance covering any and all bodily injury, property damage or personal injury arising out of or in connection with the work performed by the bidder or subcontractors as well as an umbrella excess liability insurance. Comprehensive automobile liability insurance including coverage for any and all owned, non-owned, hired or borrowed vehicles covering bodily injury and property damage.

Commercial General Liability Insurance

The bidder must maintain Commercial General Liability Insurance, covering any and all Bodily Injury, Property Damage or Personal Injury arising out of or in connection with the work performed by the bidder or its subcontractors. The policy shall include coverage for blanket contractual liability, products, completed operations, explosion, collapse and underground operations in an amount not less than \$1,000,000.00 Bodily Injury and Property Damaged Combined Single Limit Each Occurrence with a \$2,000,000 General Aggregate. Further, the policy shall include an "Aggregate Limit per Project" extension.

Comprehensive Automobile Liability Insurance

All contracted parties must maintain Commercial Automobile Liability Insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, covering Bodily Injury and Property Damage. Such coverage shall be in the amount of \$1,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Accident.

Worker's Compensation Insurance

The bidder and all subcontractors must maintain Workers Compensation Insurance in accordance with the laws of the State of New Jersey and any other jurisdiction required to protect employees of any and all contracted parties who will engage in the performance of work.

- A. Worker's Compensation Statutory
- B. Employer's Liability \$500,000.00 each accident

Umbrella Excess Liability Insurance

The bidder must maintain Umbrella Excess Liability Coverage that will be excess of the primary General Liability, Automobile Liability, Workers Compensation Employer's Liability. Such coverage will be in the amount of \$2,000,000 Bodily Injury and Property Damaged Combined Single Limit of Liability Each Occurrence/General Aggregate.

Prior to the commencement of services, the bidder shall furnish a certificate of insurance covering Commercial General Liability, Comprehensive Automobile Liability and Umbrella Excess Liability naming the Montgomery Township Board of Education, its employees, agents and assigns as "Additional Insured". The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. A sample of insurance must be included with your proposal.

Indemnification

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the owner, its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and cost of litigation, arising out of or resulting from any and all acts of the bidder, its employees, agents, and subcontractors related to the services

the bidder provides to the Board in accordance with these specifications. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Board may defend itself, at the bidder's expense, from any claim or lawsuit which may arise out of the bidder's performance or lack of performance under the terms of the agreement or the Board may elect to have the bidder provide the Board with legal representation at the bidder's own expense. This provision shall survive the termination of the agreement.

In claims against any person or entity indemnified under this paragraph by an employee of the bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the bidder or a subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Termination of Contract

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the bidder shall violate any of the requirements of this contract the Board has the right to terminate the agreement, without cause, by providing the successful bidder with thirty (30) days prior written notice. Such termination shall relieve the owner of any obligation for balances to the bidder of any sum or sums set forth in the contract. Notwithstanding the bidder shall not be relieved of liability of the owner for damages sustained by the owner by virtue of any breach of the contract by the bidder and the owner may withhold payments to the bidder for the purpose of compensation until such time as the exact amount of the damage due the owner from the bidder is determined.

The bidder agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost.

Award

The procedures developed for the award of the contract constitute a "fair and open" process pursuant to N.J.S.A. 19:44A-20.7. The contract will be awarded to the responsible bidder complying with the conditions of the Qualifications and Specifications, provided their bid is reasonable and it is to the interest of the Board to accept it. Contract award will not be based upon lowest bid but will be made upon best perceived value to the school district, students, and families utilizing the service. The evaluation will consider the Qualifications, Specifications and cost. The bidder to whom the award is made will be notified at the earliest practical date.

Payment

The terms of payment, under which bids are solicited and to which all contractors offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order and necessary action by the Board of Education. Billings are to be made for only that part of the order, which is completed.

Statutory and Other Requirements

Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Goods, Professional Services and General Service Contracts

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

1. A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division.
3. The successful contractor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

New Jersey Anti-Discrimination

The contract for this proposal shall require, if the bidder is awarded a contract or subcontract for the purposes of the contract, the bidder or anyone working for the bidder or contractor or subcontractor, agrees that they will not discriminate against any person who is qualified and ready to perform the work or, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as provided in this specification, New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq.

Bid Security/Guarantee; Bid Bond, Cashier's Check or Certified Check

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey. All bid bonds submitted must be signed and witnessed with original signatures. The Montgomery Township Board of Education will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for rejection of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. (*Please note:* The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Montgomery Township Board of Education.)

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A.18A:18A-24.

Failure to submit a bid guarantee shall result in rejection of the bid. Uncertified business checks, personal checks or money orders are not acceptable and shall also result in rejection of the bid.

Statement of Ownership Disclosure Certification

N.J.S.A. 52:25-24.2 provides that 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, including construction bids, 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 disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement.

The included Statement of Ownership shall be completed and attached to the 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 proposal as it cannot be remedied after proposals 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 necessary.

Non-Collusion Affidavit

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

State of New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of the contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. 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.
3. The contractor and any subcontractor providing goods or performing services under the contract, 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts – For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or provide the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

W-9, Request for Taxpayer Identification Number and Certification

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the Montgomery Township Board of Education.

Political Contribution Disclosure (Pay-to-Play)

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts, including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 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.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

Federal Clean Air Act

The contractor providing service shall, in all aspects, comply with the Federal Clean Air Act. This is to say that the contractor's service personnel are to be thoroughly and properly trained, equipped, and keep all proper records for compliance with the Act. The contractor shall take all necessary steps to insure that all work done for the Board of Education is done in compliance with the Federal Clean Air Act. The service companies shall furnish to the Board of Education copies of all training and service as well as other necessary documentation as proof of compliance with the law if applicable.

The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixture shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components of the substance or mixture and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished. General information and labeling assistance can be found on the New Jersey Department of Health and Senior Services Right to Know Program website at: www.nj.gov/health/eoh/rtkweb/.

Harassment, Intimidation and Bullying (“Anti-Bullying Bill of Rights Act”)

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the policy.

Special Instructions

No work shall be performed without a signed authorized hard copy purchase order. The contractor shall set up a mutually agreeable time with the Montgomery Township Board of Education's representative as to when work is to be performed. The contractor must sign-in at the main office of each building in which the work is to be completed. The contractor will be issued a visitors pass that must be worn in clear sight at all times during occupancy in the pertaining school. Upon completion of work the contractor shall have the job sheet of work performed signed off by the Director of Facilities, building principal or head custodian.

The contractor shall provide with each invoice a complete breakdown of all parts and labor by building along with the approved job sheet. All labor will be compared against the sign-in and out sheet for confirmation of payment. Failure of the contractor to have the work approved will

impede payment for services rendered. The Board of Education is exempt from all local, state or federal sales, use or excise tax.

The successful contractor will be responsible for the entire project. In the event that the contractor subcontracts out any portion of this project, the contractor will be the responsible contact of the Montgomery Township Board of Education.

If applicable, the contractor shall obtain all necessary permits that are required to perform the work. The contractor shall also pay any and all permit fees that cannot be waived by the Montgomery Township Board of Education. The contractor shall advise the Montgomery Township Board of Education of the necessary permits that are needed so a waiver can be requested in ample time before the start of the project. The contractor shall set-up all required inspections with the proper governing officials prior, during and upon completion of the work and provide a Certification of Inspection to the Montgomery Board of Education.

The contractor shall provide all materials, equipment and labor that are necessary for the completion of the project. All the materials used shall be as environmentally safe as is technologically possible. The application practices used are to be as per all manufacturers' requirements. The contractor shall follow all applicable laws and regulations concerning the safe application of all materials used in the performance of the job.

Any and all asbestos containing materials that may be near the work area are to be avoided and shall be left undisturbed. All employees of the contractor must have Asbestos Awareness Training.

The contractor shall take all necessary precautions during the project to effectively protect all parties from injury and property damage, and shall be liable for such damage or injury until the project is fully completed, approved, and accepted by the owner.

All work shall be performed in a neat and workmanlike manner. The contractor is to perform all necessary touch-ups that may be needed. The work area shall be kept orderly and in a clean and neat condition during each workday and at completion of the project. The contractor shall, as necessary, make provision for a safe work area for all building occupants and visitors.

The contractor shall be responsible for the removal and proper disposal of all excess materials, trash and/or debris generated from this project according to all-existing disposal laws and regulations. When possible the material should be recycled when permitted by law. If a dumpster is required for disposal, the contractor shall check with the building management representative for approval of its placement.

Contractor personnel are to follow all district health and safety policies and shall refrain from smoking on district property.

Checklist

As a courtesy, the Board has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

- _____ Affirmative Action Language – Exhibit A
- _____ Bid Security/Guarantee; Bid Bond, Cashier’s Check or Certified Check
- _____ Statement of Ownership Disclosure Certification
- _____ Non-Collusion Affidavit
- _____ State of New Jersey Business Registration Certificate
- _____ W-9, Request for Taxpayer Identification Number and Certification
- _____ Political Contribution Disclosure Form (if applicable)
- _____ Disclosure of Investment Activities in Iran
- _____ Acknowledgment of Receipt of Addenda
- _____ Example of Certificate of Insurance
- _____ Specifications/Proposal Form

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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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, col-or, 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/).

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.

This form is a summary of the successful contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,

_____ Yes _____ No

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division. Or,

_____ Yes _____ No

The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.

_____ Yes _____ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee is non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27. et seq.

Company Name _____

Signature _____ Name _____ (Print)

Title _____ Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

**Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 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 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 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 proceedings 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 a law.

New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, 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 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.).

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (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 Business: _____

Address of Business: _____

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

The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% 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% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be. **(Skip to Part IV)**

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

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

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% 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.

Website (URL) containing the last annual SEC (or foreign equivalent filing	Pages #'s

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

Please list the names and addresses of each stockholder, partner or member owning a 10 % 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 % ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

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

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

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 Montgomery Township Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with school district to notify the school district 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 school district to declare any contract(s) resulting from this certification void and unenforceable.

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

Non-Collusion Affidavit
N.J.S.A. 52:34-15

I, _____ residing in _____
(name of affiant) (name of city, town or municipality)

in the County of _____ and State of _____
being of full age and duly sworn according to law, on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____ and that I executed the said proposal with
(title of bid proposal)

full authority to do so. Further, the 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 named project. All statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey and the Montgomery Township Board or 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 project.

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

Subscribed and sworn to

before me this _____ day of _____, 2_____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

W-9

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NEW JERSEY 08558

PHONE: (609) 466-7601

FAX: (609) 466-0944

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 12, 16, 17, 21, & 22

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Bedminster Township	Franklin Township	Raritan Borough
Bernards Township	Green Brook Township	Rocky Hill Borough
Bernardsville Borough	Hillsborough Township	Somerville Borough
Bound Brook Borough	Manville Borough	South Bound Brook Borough
Branchburg Township	Millstone Borough	Warren Township
Bridgewater Township	Montgomery Township	Watchung Borough
Far Hills Borough	North Plainfield Borough	
	Peapack-Gladstone Borough	

Boards of Education (Members of the Board):

Bedminster Township	Warren Township
Bernards Township	Watchung Borough
Bound Brook Borough	Watchung Hills Regional
Branchburg Township	
Bridgewater-Raritan Regional	
Franklin Township	
Green Brook Township	
Hillsborough Township	
Manville Borough	
Millstone	
Montgomery Township	
North Plainfield Borough	
Rocky Hill	
Somerset Hills Regional	
Somerville Borough	
South Bound Brook	

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1
Bridgewater Township Fire District No. 2
Bridgewater Township Fire District No. 3
Bridgewater Township Fire District No. 4
Franklin Township Fire District No. 1
Franklin Township Fire District No. 2
Franklin Township Fire District No. 3
Franklin Township Fire District No. 4
Hillsborough Township Fire District No. 1
Montgomery Township Fire District No. 1
Montgomery Township Fire District No. 2

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____ **Name of Bidder:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

OR

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Montgomery Township Board of Education under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN
IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE
QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Disclosure of Investment Activities in Iran (cont'd)

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Montgomery Township Board of Education

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda Received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

B23-01 District SIS Management Services

Background:

The Montgomery Township School District (MTSD) is seeking proposals from qualified applicants to provide the following services, Genesis Administration, Educational Software Support, State and Federal compliance reporting.

Scope of Work:

Provide day to day support and maintenance for MTSD Genesis administration, Educational Software support, and State and Federal compliance reporting. It is required that the successful bidder will respond to and support all District requests within two workdays. There will be a resolution to the request within five days or the issue will immediately be escalated to the MTSD administration.

Required Genesis services to be provided by chosen organization shall include but not limited to:

- Summer Rollover and school preparation
- Provide training for new employees
- Custom Reporting
- Assessment data management (for student, parent, teacher, administration, state)
- Manage user access and data (for student, parent, and all staff including contractors)
- Maintain and update report cards and transcripts
- Provide support on scheduling for all 5 schools
- Provide support for annual activities, registration, grading, gradebook profiles, updates data tables, attendance, turnstile, documents, and staff data

Required Educational Software support to be provided by chosen organization shall include but not limited to:

- User account management
- Student and staff rostering
- Emergency notification
- System management and configuration

- Manage user account permissions
- District Website
- Curriculum Platform
- Assessment Platform
- Mass Communication Platform
- Library System
- Security System
- IEP System
- Staff Evaluations System
- ADA document creation
- Naviance Succeed
- Digital Content platforms
- Transportation System
- General Office applications
- Provide day-to-day technical software support to district staff as needed
- Assist in previewing and testing of new district software
- Assist in hardware maintenance and support as needed

Required State and Federal compliance reporting to be provided by chosen organization shall include but not limited to:

- All NJ SMART reporting (SID, SMID, Special Education, State Assessment, Staff, Course Staff, Course Student, Performance Reports, and any new reports that are required)
- All Homeroom student-based reports (ASSA, CDS, CTE, CHE, EIS, School Register Summary, SSDS, Department Surveys, and any new reports that are required)
- All Federal reports (EE05, CRDC, NAEP, and any new reports that are required)

Qualified Applicants:

Applicants must demonstrate direct experience in all items listed in the scope of work and meet all other qualifications. Furthermore, the work must be completed by individuals who understand and uphold the necessary privacy and digital ethics required to complete all necessary work. The RFP response should include proof of business insurance, how long the bidder has been in business, length of experience in this field, a minimum of three (3) references, and the ability to meet all other state and federal requirements to work in a New Jersey Public School District.

Contract Period:

Dates: The term of contract for MTSD Genesis administration, Educational Software support, State and Federal compliance reporting shall be from **July 1, 2022** through **June 30, 2023**, **July 01, 2023** through **June 30, 2024** and **July 01, 2024** through **June 30, 2025** with the option for two (2) additional one year extensions or one (1) two year extension pursuant to N.J.S.A 18A;18A-42.

Hours: The workday will start at 8 AM and end at 4 PM. Due to the nature of the work, it may be necessary to work nights and weekends when an emergency arises.

Qualifications:

- Master's Degree in Educational Technology related field
- Strong interpersonal and communication skills
- Strong technology background, including expertise in Microsoft Office products, Google Suite, educational software administration, website management, and system administration level experience with a variety of computer programs related to configuration, maintenance, and user management
- Ability to work onsite a minimum of two days a week
- Ability to work a 40 hour work schedule.
- Ability to conduct staff training workshops
- 10 or more years of technology support experience for a wide-ranging users' base in a NJ public school setting
- 5 or more years of experience with systems integration in a NJ public school setting
- 5 or more years of experience with database management in a NJ public school setting
- 5 or more years of experience with master scheduling in a NJ public school setting
- 10 or more years of experience with collecting, auditing, submitting, and certifying all state and Federal reports State and Federal Reports in a NJ public school setting.
- 10 or more years of experience with NJ SMART, NJ Homeroom, Genesis, and data integrations in a public school setting are a must.

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 – 7601
FAX: (609) 466 – 0944

PROPOSAL FORM

Reference Number:

B23-01, District SIS Management Services

Due: Friday June 3, 2022, at 10:00 A.M.

SPECIAL INSTRUCTIONS:

The contractor supplying SIS Management Services will be required to train an on-site district employee to provide all performed tasks in order to provide a seamless transition of service upon end of contract.

When two or more vendors submit equal prices and the prices are the lowest responsible bids, the Montgomery Township Board of Education may award the contract to the vendor whose response, in the discretion of the Board, is most advantageous, price and other factors considered.

The successful contractor will be responsible for all work performed. In the event that the contractor subcontracts out any portion of this work the contractor will be the responsible contact of the Montgomery Township Board of Education.

Technical questions about this bid can be directed to:

Mr. Jeff Brooks at jbrooks@mtsd.us

Please complete the following:

Total Annual Cost for Project

_____ \$ _____
written dollar amount

I agree to maintain the above quoted bid prices for additional _____ days beyond the required sixty (60) days referenced in the bid specifications.

Proposal Form (cont'd)

Proposal Form (cont'd)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Date _____

Authorized Signature _____

Contact Person _____

E-mail of Contact Person _____

E-mail where future bids may be sent _____

List of References

<u>Name</u>	<u>Address</u>	<u>Contact Number</u>	<u>Email</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IT IS MANDATORY THAT THIS FORM BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID.