

**REQUEST FOR PROPOSAL
RFP No.2798**

FOR

**REMEDIAL SERVICES TO NON-PUBLIC SCHOOLS
2017-2018 SY**

**EAST ORANGE SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
199 4th AVENUE
EAST ORANGE, NEW JERSEY 07017-1026**

Proposals Due: 12:00 p.m. Friday, April 28th, 2017

RFP Acceptance/Opening will be conducted at:

East Orange School District
199 Fourth Avenue, Purchasing Dept.
East Orange, New Jersey 07017-1026
Attn: Craig Smith, Purchasing Agent

TABLE OF CONTENTS

Instructions to Proposers	2
.....	
Terms and Conditions	6
.....	
Technical Specifications and Scope of Work	Exhibit B
.....	
Proposal Format and Content	13-14
.....	
Proposal Form, Checklist and Necessary Documents	17-37

INSTRUCTIONS TO PROPOSERS

1. INTENT

The intent of this proposal is to establish an Agreement with qualified Proposers that will provide various Remedial Services involving instruction to increase learning skills in reading, writing and mathematics to non-public school students within the City of East Orange. A qualified Proposer should have at least three (3) years of experience providing such services to Non-public and public schools, and will be able to provide references from at least two (2) public school districts of comparable size or larger that are using, or have used the Proposer's services. A qualified Proposer will fully comply with applicable laws and regulations regarding such access. This list of requirements is not intended to be exhaustive but rather to give interested parties an overview of what the District wants. Other requirements are listed herein.

2. RESPONSE TO REQUEST FOR PROPOSAL (RFP)

The District expects to undertake the selection process described below according to the following schedule:

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

3. DEADLINE FOR RESPONSES AND DELIVERY LOCATION

Responses to the RFP must be submitted to the District no later than **12:00 P.M.** on **Friday, April 28th, 2017.** Proposals must be in a sealed opaque envelope and clearly marked **Remedial Services to Non Public Schools, RFP No. 2798.** The envelope should contain one (1) original completed proposal, and one (1) copy (no ringed binders for copies please), and one (1) electronic copy (CD-ROM or thumb drive). Proposals should identify a contact person, and the name and office of the person who prepared the proposal.

Responses must be mailed, hand-delivered or sent via courier to:

East Orange School District
Division of Business Services/Purchasing Dept.
199 4th Avenue
East Orange, New Jersey 07017-1026

Attention: Craig Smith, Purchasing Agent

The District shall not be responsible for submissions mismailed or misdirected. Responses received by the District after the date and time specified above will not be considered.

4. QUESTIONS OR REQUESTS FOR INFORMATION

Proposers shall direct all questions or requests for information in writing, by email, or facsimile, to Craig Smith, Purchasing Agent, by fax to: (973) 676-4821, or by email, to craig.smith@eastorange.k12.nj.us. All questions and/or requests for information must contain an address where responses can be directed.

All questions and/or requests for information should reference the section of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP. Except for brief procedural matters, there will be no response to oral inquiries. *Questions must be submitted no later than 12:00 p.m. on **Thursday, April 20th, 2017***

ALL PROPOSERS SHOULD NOTE THAT UNDER N.J.S.A., THE DISTRICT IS FORBIDDEN BY STATUTE FROM NEGOTIATING THE TERMS OF A PROPOSAL. SEE N.J.S.A. 18A:18A-4.5(b) and N.J.A.C. 5:34.4. ACCORDINGLY, ANY ISSUES THAT A PROPOSER MAY HAVE WITH REGARD TO THE LEGAL OR TECHNICAL TERMS OF THE REQUEST FOR PROPOSAL MUST BE RAISED IN THE QUESTION PERIOD AND RESOLVED BEFORE THE SUBMISSION OF A PROPOSAL. ACCEPTED PROPOSALS WILL BE SUBJECT TO THE TERMS CONTAINED HEREIN.

5. AMBIGUITY, CONFLICT OR ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the District of such error in writing.

6. REVISIONS TO THE RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision shall be by an addendum to the RFP.

Any RFP addendum shall be delivered by hand, certified mail, facsimile or delivery by courier service which certifies delivery. Only those Proposers who have already received the proposal documentation will be provided the addenda.

Any addendum to this RFP shall become part of this RFP and part of the contract arising from the RFP.

7. PROPOSAL FORM

Each proposer must submit an original proposal, one (1) additional copy, and one electronic (CD-ROM or thumb drive) copy. Each proposal shall be duly executed. All corrections, white-outs, erasures or other forms of alteration to prices must be initialed and dated in ink by the Proposer.

8. PROPOSER REPRESENTATION

Proposal must be signed by a duly authorized signatory and shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation in the matter.

9. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes to proposal documents shall be through written addendum, clearly marked and furnished to the District at the aforementioned address. Verbal information obtained otherwise will not be considered in awarding of proposals.

10. TELEGRAPHIC/ELECTRONIC PROPOSAL SUBMITTAL

Proposals sent by electronic, telegraphic or facsimile devices **are not acceptable** and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposal either by express courier, postal service or other means. The District shall not be responsible for premature opening or late delivery of Proposals not properly marked or addressed, or for late delivery by mail or delivery service.

11. CONDITIONAL PROPOSALS

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereof. Proposals received after the advertised time will not be considered.

12. COSTS

The District assumes no responsibility and bears no liability for costs incurred by Proposers in the preparation and submittal of responses to this RFP.

13. PROPOSAL OPENING

Proposals will be examined promptly after opening at **12:00 P.M. on Friday, April 28^h 2017**, and an evaluation process will be initiated. No proposal information or results will be given over the telephone. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date. Proposals, amendments thereto or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

14. REJECTION OF RESPONSES

The District reserves the right to accept or reject in part or in whole any or all responses

to this RFP submitted. The District shall reject the response of any Proposer who is determined not to be responsible or whose response is deemed to be non-responsive.

The District reserves the right to waive minor variances in responses to this RFP provided that the District considers such action to be in the best interest of the District. Any such waiver shall not modify any remaining RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract. The failure of a Proposer to supply information concerning its responsibility may be grounds for a determination of non-responsibility. Pursuant to N.J.S.A. 18A:18A-4.5, the provisions of the proposal shall not be subject to negotiation.

15. BASIS OF PROPOSAL AWARD

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

16. DISCLAIMERS

The District reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the District of a response to this RFP confers neither rights upon the Proposer nor obligations upon the District in any manner.

17. GENERAL INSTRUCTIONS

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Proposer's response. The response shall be descriptive and will contain sections in the same order as provided in the section entitled "Proposal Form, Format and Content." Proposers are instructed to clearly identify any requirement of this RFP that the Proposer cannot satisfy. A Proposer's failure to comply with all provisions of this RFP may disqualify the Proposer's response.

18. COMPETITIVENESS AND INTEGRITY

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Proposers are to direct all communications regarding this proposal to the aforementioned designated individual and are not to contact District Officials or employees directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in noncompliance.

19. ORAL PRESENTATIONS

Upon the District's request, selected Proposers *may* be asked to make an oral presentation of their proposal. This presentation will be made to the evaluation team responsible for evaluating this RFP. This opportunity is given to allow Proposers and the evaluation team to further discuss and to clarify the primary features and benefits of their proposal. Presentation format is left to the discretion of the Proposer; however, the presentation shall address only those matters specified by the District. The presentation room will be equipped with audio/visual equipment as required. Presentations will be limited to a one hour period, which includes questions and answers. The presentation shall not be used for negotiation which is contrary to law.

20. SUCCESSFUL PROPOSER DEMONSTRATION

The Successful Proposer may be required to demonstrate the functionality of the methods proposed. The demonstration must be conducted with the services proposed and must be able to achieve the functionality, and capacity as stated in the Proposer's proposal. Failure to achieve the performance proposed may disqualify the Proposer, and the demonstration will be concluded.

21. ALTERNATE PROPOSALS

Proposers may NOT submit more than one proposal. Each proposal submitted will be evaluated on its own merits.

TERMS AND CONDITIONS

1. LAWS AND REGULATIONS

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

2. SUBCONTRACTING/ASSIGNMENT

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

3. MODIFICATIONS OF AGREEMENT

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

4. QUALIFICATIONS OF PROPOSERS

The District may make such investigation as it deems necessary to determine the ability of the Proposer to perform the work, which includes investigation of subcontractors. The Proposer shall furnish any information and data for this purpose as the District may request.

All Proposers are required to submit a sworn statement indicating whether the Proposer is, at the time of the proposal opening, included on the New Jersey State Treasurer's or the Federal Government's list of debarred, suspended or disqualified contractors as a result of action taken by any State or Federal Agency. The Proposer shall immediately notify the State and the Unit of fiscal integrity, in writing, whenever it appears that a Proposer is on the Treasurer's, or the Federal Government's list of debarred, suspended or disqualified contractors.

5. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Proposer shall submit with its proposal, or prior to receipt of proposals, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Proposer shall submit further disclosures for such entity pursuant to the law.

6. NON-COLLUSION AFFIDAVIT

The Proposer shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Sample Non-Collusion Affidavit."

7. AFFIRMATIVE ACTION

If, prior to or at the time the District submits a contract for signing, a Proposer does not submit to the District evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three (3) days after the Proposer signs the contract, the Proposer shall complete and submit the appropriate forms to the District and the Affirmative Action Office. The Proposer should retain the copy marked "Proposer," submit the copy marked "Public Agency" to the District, and the remaining copies shall be immediately forwarded to:

Affirmative Action Office
Department of the Treasury
State House, CN 209
Trenton, New Jersey 08625

Proposers shall be required to comply with the provisions of N.J.A.C. 17:27-1 et seq., regarding Affirmative Action.

8. FORM OF CONTRACT

Upon award of contract to Successful Proposer, the parties will enter into an Agreement which, shall include, within the RFP and requirements thereof unless specifically stated to the contrary in the Agreement. The Agreement will be subject to all statutes, rules and regulations applicable to Public Contracts under the laws of New Jersey.

9. PROPOSAL PROTEST – LEGAL FEES AND COSTS

In the event a Proposer unsuccessfully challenges a Proposal Submission or determination of the District by filing an action in a court of law concerning same, said Proposer agrees to be responsible for payment of reasonable legal costs and fees incurred by the District relating to said protest.

10. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57

Contractors are required to comply with the following:

- a) **Business Registration Certificate Requirements:** At the time of the Award of Contract, all Contractors shall have provided a current Certificate of Business Registration for itself and any prime subcontractors named in its proposal.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for each Subcontractor identified in the proposal (if applicable), immediately upon entering into each subcontract, and prior to entering into a Contract with the East Orange School District.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

- b) **New Jersey Sales and Use Tax Requirements:** All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, boards of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their

sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

11. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

12. PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The District shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, the District cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law.

13. USE OF BOARD'S NAME

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

14. INSURANCE

Proposer shall at all times during the period of its Agreement with the District, carry and maintain in full force and effect insurance as follows:

- Worker's Compensation: Proposer shall maintain Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and at limits as statutorily mandated; and
- Public Liability and Property Damage: If applicable, Proposer shall maintain broad form comprehensive or commercial general liability insurance, including contractual liability coverage, in form and manner and with an insurance company licensed to do business in New Jersey and reasonably acceptable to the District, against claims for personal injury, death or property damage with coverage in an amount not less than \$2,000,000.00 in respect to injury or death to a single person and in the aggregate, and \$2,000,000.00 in respect to property damage, with the District as an additional insured; and
- Automobile and Truck: Proposer shall maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage in an amount of \$1,000,000 combined single limit, including coverage for hired and non-owned automobiles.

The Proposer shall name the District as an additional insured on its comprehensive general liability insurance and shall provide the District with an insurance certificate or certificates on the standard ACCORD form attesting to all required insurance coverage prior to commencing any Work hereunder. All policies shall be issued by insurance companies authorized to conduct such business under the laws of the State of New Jersey and rated as "A" or better, as determined by A.M. Best Company.

The certificate(s) shall include a provision requiring at least thirty (30) days' notification to the District in the event of cancellation. Proposer shall not commence operation under its contract until such certificate(s) of insurance are submitted to the District.

15. LIABILITY

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

Successful Proposer shall indemnify, defend and hold the District harmless from and against any claim that all or any aspect of the advertising provided as a part of this Agreement infringe upon a copyright, trademark or other intellectual property right by and paying all

amounts in settlement of the claim or as otherwise awarded by a court of law. The successful Proposer shall also reimburse District for all reasonable expenses incurred by District.

Successful Proposer shall indemnify, defend and hold the District harmless from and against any claim that all or any aspect of any disclosure of any confidential information including any District employee's, agent's or representative's personal and/or financial information by and paying all amounts in settlement of the claim or as otherwise awarded by a court of law. The successful Proposer shall also reimburse District for all reasonable expenses incurred by District.

16. TERMINATION OF CONTRACT

For the term of the contract, the District may terminate the contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of thirty (30) days to cure the breach. If the breach is not cured during such period, the District may then terminate the contract.

For the contract term, the District may terminate the contract on sixty (60) days written notice, with or without cause.

17. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Proposer shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in strict accordance with Exhibit A.

18. BUY AMERICAN

Proposer agrees that in the performance of the work only manufactured and farm products of the United States will be used in the work, wherever available pursuant to N.J.S.A. 18A:18A-20.

19. GOVERNING LAWS AND DISPUTE RESOLUTION

This contract is to be governed by the laws of the State of New Jersey. Proposer agrees that any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within Essex County, State of New Jersey, and the Proposer consents and submits to the jurisdiction of Superior Court in Essex County, New Jersey.

The Proposer hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury.

If a dispute arises between the District and any entity or individual as to which the District is bound to the arbitration of such disputes, then the Proposer agrees that the Proposer can be joined as a party to such arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the District and the Proposer, or among the District, the Proposer and others as to which the District is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

20. ASSIGNMENT OF CONTRACT

Proposer may not assign, reassign, or sublet the contract award at any time during the life of the contract.

21. PERIOD OF CONTRACT

The term of the Agreement will not exceed a **one (1) year period with an option to renew for an additional 12 month (one year) contract**, at the discretion of The Board, commencing from the first day of issuance of the Notice to Proceed.

22. PRICING

The Successful Proposer shall indicate all costs associated to perform the tasks for the services as indicated in the scope of services. All pricing shall be fixed and firm for the duration of the contract term.

23. ACCEPTANCE

Acceptance shall be at the sole discretion of the District or its designated representative.

If in the District's sole discretion, it determines that the service, and/or performance agreed upon has not been implemented successfully, the District shall promptly notify the Successful Proposer in writing (hereafter, "first notice of failure") and shall specify with as much detail as possible in which respect to the method(s) failed. At the District's option, it can either terminate the contract immediately or request that the Successful Proposer make such corrections and modifications as necessary no later than five (5) business days from the date of receipt of the District's first notice of failure.

The Successful Proposer shall notify the District when such corrections and modifications have been made, and the District shall commence to re-evaluating the processes and/or methods, and complete such as quickly as practicable. If in the District's sole discretion, this fails to meet our approval or acceptance test, the District shall promptly notify the Successful Proposer in writing, and shall have the right, at its option, to terminate the contract immediately by giving written notice of such termination to the Successful Proposer.

Upon final acceptance of the revised methods, or whenever revisions are necessary, those revisions will be made at no additional cost to the District.

24. GENERAL

Subsequent to the receipt of Proposals, the QPA Purchasing Agent may require the submission of additional information either before or after the award of a contract, at no charge to the District, in order to ascertain whether or not the services will be suitable to meet the needs as set forth in the RFP.

TECHNICAL SPECIFICATIONS AND SCOPE OF SERVICES

Attached hereto as Exhibit B.

PROPOSAL FORMAT AND CONTENT

Proposal must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein. All of the forms that follow should also be included.

1. PROPOSAL FORMAT

1. Table of Contents: This page should identify each section heading of the proposal and indicate a beginning page number for each section.
2. Executive Summary: Summarize conceptually, your understanding of the work to accomplish the tasks required to provide Remedial Services to Non-Public Schools within The District as specified in the specification and scope of services.
3. Background and Experience: Summarize a brief history of the respondent's Firm, Company, or Consultant, hereto after referred to as the "Respondent". Attach a copy of the latest corporate organization chart and resumes of key personnel. Indicate all licenses and certifications the Respondent(s) actively holds. Also include all professional associations which the Respondent is a member of. Provide information regarding the work history of the Respondent for the past three (3) consecutive years. Such information should include work experience similar to the requirements of this RFP.
4. Proposed Engagement: In this section, the Respondent shall provide a tentative, but detailed proposal for achieving the tasks as outlined in the Technical Specifications of this RFP attached hereto as Exhibit B, the proposal should also

include a description of tentative timelines to implement this service. The proposal shall also include all other terms and conditions the respondent is proposing for this agreement.

5. Cost Statement: The respondent shall submit a separate cost statement for this RFP. The summary shall identify all costs associated with performing the services as specified in the scope of services, including recurring costs, if any and the total annual cost to provide these services.
6. Additional Supportive Materials: The respondent may include any other supportive materials appropriate and necessary for this service.
7. References: Provide a reference listing, which includes the contact names and phone numbers of at least three (3) clients that the Respondent has performed services similar to the requirements for this RFP.
8. The Respondent(s) shall demonstrate that they have been providing these services on a continuous basis, for a minimum of three (3) years.

2. PROPOSAL EVALUATION

Proposal evaluation will be performed by the District. The award of contract shall be made to the responsive and responsible Proposer whose response to the RFP is determined to be the most advantageous to the District, price and other factors considered, taking into consideration the proposal criteria set forth below. Proposers may be contacted for clarification regarding their proposals. Documented poor performance of Proposers on previous contracts with the District or other governmental entities will be considered during evaluation and may be sufficient cause not to award.

3. EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate responses to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process. The percentages listed are approximate.

1. ***Responsiveness to the District's Requirements***

a. Is the vendor's proposal complete and responsive to the specific RFP requirements?

(1) Have all forms and documents been submitted and signed, if required?

b. Management Criteria:

(1) How well does the proposed scheduling timeline meet the District's needs?

(2) Is there a specific project management plan required?

25%

2. ***Qualifications and Experience***

a. History and Experience in performing the work:

(1) Does the vendor document a record of reliability and compliance?

(2) Does the vendor demonstrate a track record of success by results proven evidence and performance?

(3) Does the vendor document industry experience?

(4) Does the vendor demonstrate his/her qualifications, and business capabilities that involve initiatives in similar establishments?

(5) Does the vendor demonstrate an established record in hiring qualified and experienced personnel while training staff to a level which will satisfy The District's needs?

30%

3. ***Methodology of Approach/Proposed Project Plan to Implement Services***

a. Proposed methodology:

- (1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
- (2) Has the past performance of the vendor's proposed methodology been documented in similar projects?
- (3) Does the vendor's proposal use innovative technology and techniques?

25%

4. ***Cost***

a. Cost of goods to be provided or services to be performed

- (1) Relative Cost: How does the cost compare to other similarly scored proposals?
- (2) Full explanation? Has his/her proposal price and its component charges, fees, etc. been adequately explained or documented?
- (3) In past comparison of similar endeavors (if applicable), is the cost reasonable to The District?

b. Assurances of performance:

- (1) If required, are suitable bonds, warranties or guarantees provided?
- (2) If applicable, does the proposal include assurance programs?

c. Vendor's financial stability and strength:

If required, can the vendor provide proof of sufficient financial resources to meet its obligations?

20%

PROPOSAL COVER FORM

**Remedial Services to Non-Public Schools
(2017-2018 SY)**

TO: East Orange School District

DATE: _____

FROM: _____

TELEPHONE: _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the East Orange Public Schools in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith

SIGNATURE: _____

DATE: _____

TYPE OR PRINT NAME:

TITLE: _____

TELEPHONE NUMBER: (_____) _____

FEIN or TAX ID NUMBER: _____ FAX NUMBER: (_____) _____

EMAIL ADDRESS: _____

PROPOSER’S CHECKLIST

THE FOLLOWING CHECKLIST SHALL BE PROPERLY COMPLETED WITH THE PROPOSAL AND SUBMITTED TO THE BOARD AS PART OF THE PROPOSAL.

ITEM

REVIEWED THE CONTRACT DOCUMENTS, SITE, LOCALITY, AND ALL LOCAL CONDITIONS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, OR PERFORMANCE	_____ INITIALS
PROPOSER’S PROPOSAL (SIGNED AND DATED)	_____ INITIALS
ACKNOWLEDGED ALL ADDENDA ON PROPOSER’S PROPOSAL, WHERE APPLICABLE	_____ INITIALS
OWNERSHIP DISCLOSURE CERTIFICATE	_____ INITIALS
STATEMENT OF PROPOSER’S QUALIFICATION	_____ INITIALS
AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED PROPOSERS	_____ INITIALS
PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE	_____ INITIALS
NON-COLLUSION AFFIDAVIT	_____ INITIALS
CERTIFICATE OF EQUAL OPPORTUNITY	_____ INITIALS
AFFIRMATIVE ACTION QUESTIONNAIRE	_____ INITIALS

CERTIFICATE OF INSURANCE STATEMENT

INITIALS

CERTIFICATE OF PROPOSER SHOWING ABILITY TO PERFORM CONTRACT

INITIALS

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

INITIALS

BUSINESS REGISTRATION CERTIFICATE STATEMENT

INITIALS

DISCLOSURE OF ACTIVITIES IN IRAN FORM

INITIALS

NOTE: FAILURE TO COMPLETE AND SUBMIT ALL OF THE ABOVE DOCUMENTS ON THE FORMS PROVIDED WITHIN MAY RESULT IN A REJECTION OF YOUR PROPOSAL.

By placing my initials in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

PROPOSER (Signature)

DATED: _____

PROPOSER (Print Name)

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder understands that the Owner reserves the right to reject this bid but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date prescribed for its opening.

If written notice to the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the date of opening of bids, the undersigned will, within eight (8) days after the date of such mailing, telegraphing, or delivering of such notice execute a Contract. The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered.

This bid may be withdrawn at any time prior to the schedule date for opening of bids or any authorized postponement thereof.

Name of Bidder

Signature

Title

Address

Telephone Number

Sworn and subscribed to before me

This ____ day of _____, 20_____.

(Seal) Notary Public of New Jersey

My Commission expires: _____

**OWNERSHIP DISCLOSURE CERTIFICATION
TO BE SUBMITTED WITH PROPOSAL FORM**

In order to conform to N.J.S.A. 52:25-24.2, all corporations or partnerships must provide the following information:

1. Name of Firm: _____
(Type of Business Organization (check appropriate type))
2. Partnership _____ Corporation _____ Sole Proprietorship _____
 Limited Partnership _____ Limited Liability Corporation _____
 Limited Liability Partnership _____ Subchapter S Corporation _____
3. Name of State in which Incorporated: _____

The following individuals own ten percent (10%) or more of any class stock in the corporation or are a ten percent (10%) or more Partners in the Firm:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

Subscribed and sworn to before me
This _____ day of _____, 2014.

The above information is true and correct
to the best of my knowledge.

(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 20__.

(Signature)

(Name)

(Address)

(Title)

STATEMENT OF PROPOSER’S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Proposer may submit any additional information it desires.

1. _____
(Name of Proposer)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, Where Incorporated)

5. Number of years engaged in the nature of services relevant to this RFP under present firm or trade name?

6. General extent of the services performed by you. _____

7. Have you ever defaulted on a Contract? _____ If so, provide complete details, including where and why?

8. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? _____

9. The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Proposer’s Qualifications.

Print Name:

Signature:

10. Proposer's telephone number, fax number and e-mail address (if applicable).

Phone _____

Fax _____

Email _____

Dated at _____ this ____ day of _____, 20__.

Proposer (Signature)

Subscribed and sworn to before me

This ____ day of _____, 20__.

Proposer (Print Name)

TITLE: _____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission Expires: _____, 20__.

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED CONTRACTORS**

STATE OF NEW JERSEY/_____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of
_____ State of _____, of full age,

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

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

Name of Proposer

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me

This ____ day of _____, 20__.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____ 20__.

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF
YOUR PROPOSAL

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE
(N.J.S.A. 18A:18A-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a board of education or municipality?

_____ Yes _____ No if yes, please explain:

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a board of education or municipality utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ Yes _____ No if yes, please explain:

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a board of education or municipality to look to your surety to perform of the contract or tender of the costs of completion?

_____ Yes _____ No if yes, please explain:

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether the action was based on experience with a board of education, or any another entity?

_____ Yes _____ No if yes, please explain:

I hereby certify that the above statements are true and accurate as of this _____ day of _____, 20__.

Name of Proposer

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
This ____ day of _____, 20__.

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

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/ _____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Proposer making the Proposal for the above named service, and that I executed the said Proposal with full authority to do so; that said Proposer 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 service; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said service.

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 Proposer

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

By:

(Signature of Authorized Representative)

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

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

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

CERTIFICATE OF EQUAL OPPORTUNITY

Name of Proposer _____

INSTRUCTIONS

This certification is required pursuant to executive order 11246, Part II, 203(B), (30 C.F.R. 12319-25). Each Proposer is required to state in its Proposal whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable filing requirements.

PROPOSER'S CERTIFICATE

Proposer's Business Name: _____

Address: _____

- 1. Proposer has participated in previous contract or subcontract subject to the equal opportunity clause. Yes _____ No _____

- 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
If Yes, state what reports were filed and with what agency.

- 3. Proposer has filed all compliance reports due under applicable instructions. Yes _____ No _____

- 4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S.Code, Title 17, Section 1001.)

(Name and Title of Signer - Please Type)

_____ Date: _____
(Signature)

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question shall be answered by all prospective Proposers.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S.
Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES _____ NO _____

If yes, please submit a Photostatic copy of such approval. This letter cannot be more than one year old from the date of instance.

If no, the prospective Proposer may still submit a Proposal on the Project as long as the question is answered.

PROPOSER (Signature)

PROPOSER (Print Name)

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

CERTIFICATE OF PROPOSER SHOWING ABILITY TO PERFORM CONTRACT

State of New Jersey

County of _____

STATE OF NEW JERSEY/ _____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of

_____ State of _____, of full age,

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

I am of the firm of _____, the Proposer making the proposal for the above named Contract(s), and that I executed said proposal with full authority to do so; and that the Proposer, pursuant to N.J.S.A. 18A:18A-23, certifies that it manufactures, owns, leases or controls all the necessary equipment or is an authorized dealer to sell the goods required by the Specifications, Forms and other Contract Documents under which Proposals are solicited.

If the Proposer is not the actual manufacturer, owner or lessee of any such equipment, this Certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the manufacturer, owner or person in control of the equipment required during such time as may be necessary to sell the vehicles.

By: _____
(Signature)

(Print name and title)

By: _____

(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires: _____ 20__

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF
YOUR PROPOSAL

CERTIFICATE OF INSURANCE STATEMENT

The Proposer fully understands the East Orange Public School District's insurance requirements as stated in the Request for Proposals, and other Contract Documents, and agrees to provide all insurance required by these documents prior to award of contract.

PROPOSER (Signature)

PROPOSER (Print Name)

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS
STATEMENT

The Proposer fully understands the requirements of the use tax on sales to local governments as stated in the Agreement and the Instructions to Proposers, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

BUSINESS REGISTRATION CERTIFICATE
STATEMENT

The Proposer fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself, and any and all subcontractors, if applicable, performing work under this contract.

PROPOSER (Signature)

PROPOSER (Print Name)

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

SIGNATURE FORM

The undersigned proposer having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that he will fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that he will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

SUBMITTING FIRM:

Company Name _____

Authorized Signature _____

Company Address _____

Printed Name _____

Title _____

Telephone _____

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

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

The Bidder 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 Bidder will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder 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 Bidder or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, 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 Bidder 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 Bidder's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Bidder 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 Bidder 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 Bidder or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Bidder 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Business Name: _____

Address: _____

Telephone: _____

Respondent's Name: _____

Signature: _____

**SPECIFICATIONS
(Exhibit B)
FOR RFP No. 2798
REMEDIAL SERVICES
TO NON-PUBLIC SCHOOLS FOR EAST ORANGE STUDENTS**

PROGRAM PARAMETERS:

A scientifically based research group instructional model, designed to strengthen and supplement the reading and mathematics skills of non-public school students. Small group instruction should be complemented by technology (computers in classrooms with online software) that maximizes time on task, student motivation, data and curriculum management to promote student achievement. Program services will be implemented during the 2014-2015 School Year. All proposals should be based on the potential award of a contract to EACH of the four (4) schools, which is not expected to exceed the specified total dollar amount, as listed below. Our intent is to award a contract to one provider per school, based on which proposal best meets their individual needs. The services may be extended throughout the subsequent summer program, based on availability of funds. Adjustments will be made on the final allocation of non-public Title I funds.

Please note there is a 5% cap on administrative fees. All proposers must submit one (1) proposed cost statement for EACH school listed below. The cost proposal submitted should include all services and fees listed, based on the dollar amount allotted per school. It is NOT necessary to submit an entire (full package) proposal for each school. A statement of proposed services, based on the figures provided, will suffice. Billing must be based on attendance.

**STUDENT TO TEACHER
RATIO:**

Maximum 8:1

NUMBER OF SITES:

6 Non-Public Schools, Approx. number of students per school:

Madrastu Ahlis Sunnah-125

Clark School-40

Our Lady Help of Christians-140

St. Joseph School-100

(YCS) Independence High School-45 (Irvington)
Christ The King Prep School-10 (Newark)

NUMBER OF STUDENTS/SITE:

10-140

TOTAL NUMBER OF STUDENTS SERVED:

Approx. 450

PROGRAM MUST INCLUDE:

Program set-up, student instruction and assessment, program management, program evaluation, quality controls, student motivation program and progress reporting. Contractor will also provide use of curriculum materials (texts, consumable materials, and manipulatives as appropriate), iPads, tablets, and computers, appropriate software programs (Reading/Math), data systems and general supplies.

STAFF:

Appropriate number of Lab Attendants and teachers, all of whom shall possess the necessary licenses and/or certificates issued by the State of New Jersey.

INSTRUCTIONAL:

Provide intensive explicit instruction to address specific needs of students in the areas of Reading, Writing, and Mathematics as identified by data review. Quarterly assessments and data analysis must be a part of the instructional plan.

CRITERIA:

- Number of year's contractor has provided services to private school students
- Number of other similar districts serviced by contractor
- All staff must be appropriately certified
- Must adhere to private school schedule
- Knowledge of Title I programs and regulations
- Evidence of human, organizational, technical and professional resources
- Demonstrated effectiveness inclusive of pre-post test score results in Mathematics and Reading with a minimum of 3% gain
- Provides professional development services to staff in the evaluation of instruction and delivery of quality programming
- Per pupil cost inclusive of total provision of services