

**MINE HILL BOARD OF EDUCATION
MINE HILL, NEW JERSEY 07803**

GOODS AND SERVICES

Quotation No: RFQ 26/27-01

High Impact Tutoring Services

Quotation Due Date:

Thursday, August 20, 2026
11:00 a.m.

MINE HILL BOARD OF EDUCATION

MINE HILL, NEW JERSEY 07803

PURPOSE OF REQUEST FOR QUOTATION

The Board of Education is seeking competitive quotation pricing from qualified respondents for

High Impact Tutoring Services

All potential respondents are encouraged to read carefully the requirements of this quotation proposal.

SUBMISSION OF PROPOSAL RESPONSE

All proposals are to be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary ***on or before*** the date and time indicated below. The envelope is to bear the following information:

Title:	High Impact Tutoring Services
RFQ Number	RFQ 26/27-01
Name and Address of the Respondent	
Submission Due Date	Thursday, August 20, 2026
Submission Deadline Time:	11:00 a.m.

PROPOSALS ARE TO BE SUBMITTED TO Carolina Rodriguez

School Business Administrator/Board Secretary
MINE HILL Board of Education
42 Canfield Avenue
MINE HILL, New Jersey 07803

BY: 11:00 a.m. prevailing time on Thursday, August 20, 2026

Carolina Rodriguez
School Business Administrator/Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

SCHOOL DISTRICT RESPONSIBILITY

RECOMMENDATION OF PURCHASES

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et. seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor/contractor and not an official or employee of the Board of Education.

GENERAL CONDITIONS

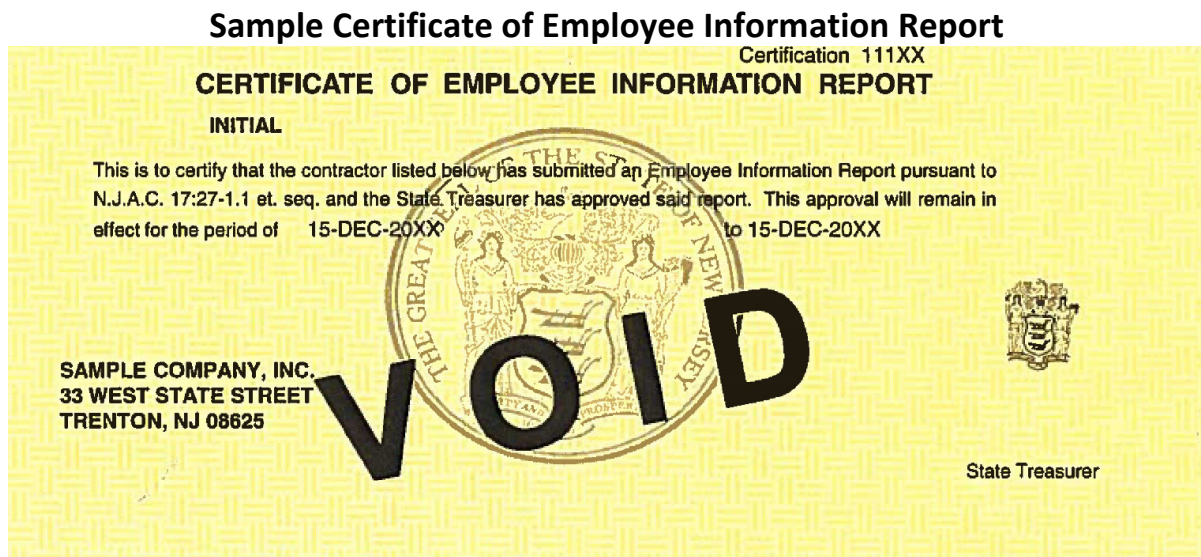
1. AFFIRMATIVE ACTION REQUIREMENTS

The winning vendor or contractor 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 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a **copy** of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

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

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



All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution of the award of the contract may result in the rejection of the proposal.

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

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States.

3. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 5121 01 et seq.

4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING—CONTRACTED SERVICE

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

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

6. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent”. If the vendor desires to quote an equivalent item, the vendor shall do the following:

On the Quotation Proposal Form, write in ink next to the item requested, the vendor’s substitute item, including the brand name and model number. This is the only change to the Quotation Proposal Form the Board will accept.

Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the quotation deadline. The sample item shall be a paper, brochure, or illustrative literature outlining the brand/manufacturer name, model number, and full description of the item.

If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer’s name, model number, etc., to be included with the quotation.

Failure to provide a sample item or literature when requested shall be cause for disqualification of that item from the quotation. It is the responsibility of the vendor or contractor to demonstrate the equivalency of the items offered.

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

Pursuant to N.J.S.A. 52:32-44, the board of education 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 have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All respondents or companies providing responses for requested proposals are **requested** to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.

Subcontractors

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 contract performance:

The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.

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.

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.

SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 555
TRENTON, NJ 08646-0555

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-087-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM BR(C)08-01

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. [2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

8. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

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

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

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

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

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

- **Board of Education Requirement**

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

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

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

10. DEBARMENT, SUSPENSION OR DISQUALIFICATION N.J.S.A. 52:32-44.1 (A), N.J.A.C. 17:19-1.1 et seq.

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

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

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

11. DELIVERY

When purchasing goods, supplies, materials, etc., all quotation prices are to include:

- Shipping and Handling costs
- Delivery costs

FOB Destination, Freight Prepaid - The successful vendor, to whom the contract is awarded, retains title and control of goods, selects the carrier, and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful vendor pays and bears the costs of all freight and delivery charges listed below.

The Board of Education recognizes two types of delivery:

● **Inside Delivery**

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

● **Spotted Delivery**

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to uncrating, setting up, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education. Vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble or erect an item, such assembly shall be completed within five (5) school days of the actual delivery date.

Failure to assemble, set up, or erect items within the stated time may result in a *\$100.00 per day* assessment against the vendor for each day items are not assembled, set up, or erected.

The Board of Education will not be responsible for any extra delivery costs.

Specific delivery instructions are provided in the General Specifications. **Please Note:** All packages, boxes, cartons, etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education’s purchase order number must be clearly printed on the packages, boxes, cartons, etc.

- **Delivery Guarantee**

All vendors are to guarantee the delivery of the requested items within a certain number of business days from the receipt of the Board of Education purchase order. The number of days shall be written on the Quotation Proposal Form by the vendor.

In certain cases, the delivery guarantee may be the determining factor in whether a quotation is awarded to one vendor over another vendor.

Failure to deliver items (assemble, install, erect, etc., if so required) within the timelines agreed upon shall be cause for a deduction penalty from the amount due to the vendor.

Deduction Penalty *

Ten Percent (10%) Deduction

Twenty Percent (20%) Deduction

Delivery Dates

Items Delivered 1-10 business days after the deadline

Items Delivered 11-20 business days after the deadline

If items are not received within twenty (20) days after the deadline date, the Board of Education reserves the right to cancel the order.

* The percentage deduction will be taken from the quotation price of the item.

12. DOCUMENTS TO BE SUBMITTED—ORIGINAL SIGNATURE; BLUE INK

All participants in this quotation process must submit the following documents with original signatures:

- Affirmative Action Questionnaire or Certificate of Employee Information;
- Assurance of Compliance;
- Chapter 271 Political Contribution Disclosure Form;
- Non-Collusion Affidavit;
- Quotation Proposal Form;
- Statement of Ownership; and
- Vendor Questionnaire/Certification.

13. EQUAL PRICES

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more respondents submit equal prices and the prices are the lowest responsible quotes, the Board may award the contract to the vendor whose response, at the discretion of the Board, is the most advantageous, price and other factors considered.

14. ESTIMATED QUANTITIES

The Board of Education intends to order the quantities of items listed on the Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items ordered because of the budgeting and financial constraints of the school district.

15. INSURANCE AND INDEMNIFICATION

☐ REQUIRED ☒ NOT REQUIRED

The vendor or contractor to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for, and keep in force until the contract expires, insurance of the types and amounts listed below:

- **Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- **Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- **Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup
 \$ 50,000 Fire Damage
 \$ 5,000 Medical Expense
 \$4,000,000 Excess Umbrella Liability
 \$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins. The certificate holder shall be as follows:

MINE HILL Board of Education
 c/o School Business Administrator/Board Secretary
 42 Canfield Avenue
 MINE HILL, New Jersey 07803

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“MINE HILL Board of Education is named as an additional insured”

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

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
Contract Liability	Same as General Liability

Indemnification

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

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

16. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

N.J.S.A. 52:32-58: Certification Required.

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **to certify, prior to the time a contract is awarded** and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The Board has provided within the specifications, a Disclosure of Investments Activities in Iran certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the Board, to complete, sign, and submit with the proposal. Such certification is required to be submitted prior to the award of the contract.

The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

17. NON-COLLUSION AFFIDAVIT

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

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

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

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

18. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days, or in compliance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including but not limited to:

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

Payment will be rendered upon completion of services or delivery of the full order to the satisfaction of the Board of Education. The Board may, at its discretion, make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

19. POLITICAL CONTRIBUTION DISCLOSURE – REQUIREMENTS

- Annual Disclosure

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

- Chapter 271 Political Contribution Disclosure Form

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

20. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

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

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

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a

business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

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

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

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the quotation/proposal or no later than ten (10) days prior to the award of the contract. Failure to provide the completed and signed form shall be cause for disqualification of the quotation/proposal.

21. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

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

22. PRICE GUARANTEE—NINETY (90) DAYS—Goods, Materials, and Supplies

The winning vendor shall guarantee all prices for goods, materials, and supplies for ninety (90) days from the quotation due date unless otherwise noted in the specifications. Quotation prices for services shall be guaranteed for the term of the contract as noted in the Technical Specifications section

23. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The successful vendor shall guarantee that all goods and materials supplied shall be new, unused, and meet the specifications as noted in this quotation. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

24. PURCHASE AUTHORIZATION; PURCHASE ORDER REQUIRED

No goods, materials, supplies, equipment, etc., may be sent or delivered to the Board of Education, nor services rendered unless the vendor has in their possession a signed Board of Education purchase order with a purchase order number authorizing the purchase.

25. QUOTATION PROPOSAL FORM

All prices are to be written in typewriter or ink in a legible manner on the official Quotation Proposal Form. Any price showing any erasure or alteration must be initialed by the vendor in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular entry. If the disqualified entry is a required one, the entire quotation may be subject to rejection, so please fill out all entries with care.

The Quotation Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Quotation Form. *Failure to sign the Quotation Proposal Form may be cause to disqualify the entire quotation.* If the Quotation Proposal Form contains more than

one sheet, then vendors are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bears the company information.

The Board of Education will not consider any price on which there is any alteration to, or departure from, the specifications. Vendors are not to make any changes to the Quotation Proposal Form or qualify their prices with conditions differing from those defined in the contract documents. If vendors do make changes to the Quotation Proposal Form, except as noted above for initialed clerical mistakes, it shall be a cause to disqualify that particular price as non-responsive N.J.S.A. 18A:18A-2(y).

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

Each vendor submitting a price for a service contract shall include in his price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents. Vendors are to submit one price per item. The District will not accept multiple prices on individual items.

Proposers are to submit one price per item. The Board will not accept multiple quotation prices on an individual basis, nor will the Board accept a "bottom line" or "all or none" quote subject to the vendor receiving the entire contract.

26. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Board has provided within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.

27. RIGHT TO KNOW LAW

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

28. SAMPLES

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the quotation, at no charge to the District, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the quotation documents that samples are required, full-size samples must be submitted not later than the official QUOTATION due date. Failure to submit said samples may be regarded as a basis for rejecting the quotation proposal.

Samples may be impounded until the satisfactory completion of the contract. Otherwise, all samples must be picked up by the proposer within thirty (30) days of the award of contracts, or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as they see fit.

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

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

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

30. TAXES

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

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

31. VENDOR QUESTIONNAIRE/CERTIFICATION

The attached Vendor Questionnaire/Certification form must be completed and submitted with the quotation.

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. 17:27-1.1 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division 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.
(July 2022)

To be completed, signed, and returned with Proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

Quotation No. RFQ 26/27-01

Quotation Date: Thursday, August 20, 2026

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

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

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

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

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

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

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://state.nj.us)

Select “Online Submission/Payment of EE/AA Employee Information Report” and Please follow all the “Online Submission Instructions”.

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: “Treasurer, State of New Jersey” to the address below:

NJ Department of the Treasury
Division of Purchase and Property Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the Treasurer, State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education before the execution or award of the contract.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in **regular contact** with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

Pre-Employment Requirements

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

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

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed, and returned with the Proposal

MINE HILL Board of Education
Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

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

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Insert List of Agencies with Election Officials

**MINE HILL BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 1)**

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER PROPOSER NAME _____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

Or

- I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

PART 2 ADDITIONAL INFORMATION

Please Provide Further Information Related to Investment Activities in Iran.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**MINE HILL BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 2)**

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **MINE HILL 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 **MINE HILL Board of Education** to notify the **MINE HILL Board of Education** 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 **MINE HILL Board of Education** and that the **MINE HILL Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

Name of Vendor, Bidder, or Proposer _____
Print Full Name

Authorized Agent _____ Title _____

Signature _____ Date _____

To be completed, signed, and returned with the Proposal

NON-COLLUSION AFFIDAVIT

High Impact Tutoring Services

Quote No. **RFQ 26/27-01**

Quotation Date: **Thursday, August 20, 2026**

I, _____ of the City of _____
in the County of _____ and the State of _____

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

I am _____ of
Position in Company _____
the firm of _____ and the respondent
making the quotation for the above names contract, and that I executed the said Quotation with full authority so to
do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any
or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free,
competitive quotations in connection with the above named quote, and that all statements contained in said
Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies
upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for the said quotation.

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed, and returned with the Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

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

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

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II Check the appropriate box

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

OR

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

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

**Name of Individual or Business
Entity**

Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **MINE HILL Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

To be completed, signed, and returned with the Proposal

VENDOR QUESTIONNAIRE CERTIFICATION

High Impact Tutoring Services

Quotation Number: **RFQ 26/27-01** Quotation Date: **Thursday, August 20, 2026**

Name of Company _____
Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Ext. _____
Emergency Phone Number (____) _____ FAX No. (____) _____
E-Mail _____ FEIN No. _____
Unique Entity Identifier (UEI) _____ CAGE Code (if applicable) _____

References – Work is previously done for Public School Systems in New Jersey

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

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Certifications

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

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.A.C. 17:19-1.1 et seq.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

SIGNATURE

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

MINE HILL BOARD OF EDUCATION

N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here:

<https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

Necessary.)

(Attach Additional Sheets If

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (42 Canfield Avenue)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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



TECHNICAL SPECIFICATIONS



Carolina Rodriguez
School Business Administrator/Board Secretary

SCOPE OF SERVICES AND MINIMUM REQUIREMENTS

The Mine Hill Township Board of Education seeks proposals from qualified providers to furnish a comprehensive virtual tutoring program that includes scheduled high-impact tutoring, districtwide access to a digital learning platform, and on-demand tutoring services. The proposed program shall include, at a minimum, the following components:

Scheduled High-Impact Tutoring

Provide live, virtual High-Impact Tutoring in English Language Arts and Mathematics for approximately twenty (20) District-identified students, primarily in grades 3-5, while accommodating other grade levels identified by the District.

Provide each participating student with a total of ninety (90) minutes of scheduled tutoring per week, generally delivered through three (3) sessions of approximately thirty (30) minutes each.

Maintain a student-to-tutor ratio not exceeding 3:1. Preference may be given to proposals that provide lower student-to-tutor ratios when educationally appropriate and within the proposed cost.

Make scheduled tutoring services available no later than October 1, 2026 through at least May 1, 2027. Proposals may include earlier implementation or extended access through the end of May 2027 at no additional cost to the District.

Assign qualified tutors consistently to participating students to the greatest extent practicable and provide a process for tutor substitution, supervision, and quality assurance.

Digital Learning and On-Demand Tutoring Platform

Provide a secure, web-based tutoring and learning platform for at least two hundred (200) District students. Districtwide access for additional students may be proposed at no additional cost.

Provide access to AI assisted, on-demand virtual tutoring with capacity for up to two hundred (200) tutoring sessions per month. Each on-demand session shall be up to thirty (30) minutes in length. Unused monthly sessions need not carry forward, but vendors shall clearly disclose any usage limitations.

The platform shall provide supplemental academic resources and may include appropriately safeguarded AI-supported learning tools. The vendor shall describe all AI-enabled features, the role of human oversight, and safeguards designed to ensure age-appropriate, accurate, and secure student use.

Provide all necessary implementation, account setup, rostering, training, technical support, and ongoing platform support. The proposal shall identify the anticipated platform-access period and any services available before October 1, 2026 or after May 1, 2027.

Instructional Requirements

Align tutoring in English Language Arts and Mathematics with NJDOE High-Impact Tutoring principles and the New Jersey Student Learning Standards (NJSLS).

Use research-based instructional practices and high-quality instructional materials appropriate to the targeted grade levels and students' identified learning needs.

Use available District assessment and performance data to differentiate instruction and support struggling learners, multilingual learners, and students with disabilities.

Tutor Qualifications, Training, and Screening

Demonstrate the immediate capacity to recruit, assign, supervise, and retain a sufficient number of qualified tutors to meet all scheduling and ratio requirements.

Ensure that each tutor possesses at least sixty (60) semester-hour credits from a nationally accredited college or university. Preference may be given to tutors with advanced coursework, credentials, or experience in education, mathematics, or English Language Arts.

Ensure that tutors have relevant experience working with students in the grade levels and content areas to which they are assigned.

Ensure that all personnel who will have regular contact with students satisfy applicable criminal-history record check requirements, including N.J.S.A. 18A:6-7.1 and applicable regulations, before providing services.

Provide initial and ongoing tutor training in research-based tutoring practices, NJSLS alignment, use of student data, virtual instruction, cultural responsiveness, student confidentiality, and support for diverse learners.

Progress Monitoring, Reporting, and Communication

Monitor student attendance, participation, usage, and academic progress and provide the District with regular reports in a mutually agreed-upon format.

Provide District administrators with appropriate dashboards or reports showing scheduled tutoring participation, on-demand usage, platform utilization, and available measures of student progress.

Designate a qualified program manager to maintain regular communication with District staff, address scheduling or service concerns, and support program implementation throughout the contract period.

Vendor Proposal and Pricing Requirements

Describe the proposed program, implementation timeline, staffing model, tutor qualifications, instructional methodology, technology platform, reporting capabilities, technical support, data-privacy protections, and evidence of effectiveness.

Provide references and documentation demonstrating successful implementation of comparable virtual tutoring programs for school districts or similar educational organizations.

Submit a complete, itemized, all-inclusive price for: (a) districtwide platform access; (b) scheduled High-Impact Tutoring for approximately twenty (20) students at ninety (90) minutes per student per week; (c) on-demand tutoring capacity of up to two hundred (200) sessions per month; and (d) implementation, training, reporting, technical support, and all other required services. Identify any optional services separately. The District will not be responsible for undisclosed fees or charges.

EVALUATION CRITERIA - 100 TOTAL POINTS

Proposals will be evaluated and ranked using the following technical, management, and cost-related criteria. Proposals must satisfy all mandatory legal and minimum service requirements to be eligible for scoring. The District may request clarification of a proposal when permitted by law, but a respondent may not materially alter its proposal after submission.

Technical Criteria - 45 Points

- Scheduled High-Impact Tutoring Model and Instructional Approach - 15 Points: Understanding of the District's objectives; quality of the proposed High-Impact Tutoring model; ability to provide ninety (90) minutes per student per week; compliance with the maximum 3:1 ratio; tutor consistency; differentiation; and support for struggling learners, multilingual learners, and students with disabilities.
- Digital Platform and On-Demand Tutoring - 12 Points: Quality, functionality, accessibility, and ease of use of the proposed platform; access for at least 200 students; capacity for up to 200 on-demand sessions per month; quality of on-demand tutoring; technical support; and the appropriateness and safeguards of any AI-supported features.
- Standards Alignment and Instructional Materials - 8 Points: Alignment with NJDOE High-Impact Tutoring principles and the NJSLS; quality of instructional materials; use of assessment data; and the extent to which instruction is individualized to student needs.
- Progress Monitoring, Reporting, and Evidence of Effectiveness - 7 Points: Quality of attendance, participation, usage, and academic-progress monitoring; usefulness and frequency of District reports; communication procedures; and documented evidence that the proposed methodology has produced positive results in comparable programs.
- Completeness and Responsiveness - 3 Points: Completeness, clarity, organization, and responsiveness of the proposal to all RFQ requirements.

Management Criteria - 35 Points

- Organizational Experience and Past Performance - 10 Points: Demonstrated experience providing comparable virtual tutoring programs; successful work with similar grade levels and student populations; quality of references; reliability; contract compliance; and documented implementation results.
- Tutor Qualifications, Training, and Screening - 10 Points: Qualifications and experience of proposed tutors and supervisors; procedures for recruitment, screening, criminal-history compliance, training, supervision, and evaluation; and preparation to serve diverse learners effectively.
- Staffing Capacity and Continuity - 8 Points: Immediate availability of sufficient qualified personnel; ability to meet the required schedule and student-to-tutor ratio; use and oversight of employees and subcontractors; tutor consistency; substitute coverage; and quality-control procedures.
- Implementation and Account Management - 7 Points: Feasibility of the implementation and scheduling timeline; qualifications of the designated program manager; rostering and launch procedures; training and technical support; communication with District staff; and processes for resolving concerns and adjusting services.

Cost Criteria - 20 Points

- Comparative Cost - 15 Points: The District will compare each respondent's total evaluated cost for the complete required service package. The lowest-cost responsive proposal will receive fifteen (15) points. Other responsive proposals will receive proportionate points calculated as follows: $(\text{Lowest Responsive Total Cost} / \text{Respondent's Total Evaluated Cost}) \times 15$.
- Pricing Transparency and Overall Value - 5 Points: Completeness and clarity of the pricing proposal; disclosure of all component charges, fees, usage limitations, and optional costs; and the overall value of the services offered in relation to the proposed cost.

RFQ 26/27-01 High Impact Tutoring Services

EVALUATION FORM

(This Form must be submitted with proposal. Vendor will complete highlighted sections)

VENDOR NAME (Vendor Will Complete): _____

EVALUATOR (District Will Complete): _____

EVALUATION DATE (District Will Complete): _____

TOTAL POINTS (District Will Complete): _____

DISTRICT WILL COMPLETE THE EVALUATION BELOW

1. TECHNICAL CRITERIA - 45 POINTS

- a. Scheduled High-Impact Tutoring Model and Instructional Approach: _____ / 15
- b. Digital Platform and On-Demand Tutoring: _____ / 12
- c. Standards Alignment and Instructional Materials: _____ / 8
- d. Progress Monitoring, Reporting, and Evidence of Effectiveness: _____ / 7
- e. Completeness and Responsiveness: _____ / 3

TECHNICAL SUBTOTAL: _____ / 45

2. MANAGEMENT CRITERIA - 35 POINTS

- a. Organizational Experience and Past Performance: _____ / 10
- b. Tutor Qualifications, Training, and Screening: _____ / 10
- c. Staffing Capacity and Continuity: _____ / 8
- d. Implementation and Account Management: _____ / 7

MANAGEMENT SUBTOTAL: _____ / 35

3. COST CRITERIA - 20 POINTS

- a. Comparative Cost: _____ / 15
- b. Pricing Transparency and Overall Value: _____ / 5

COST SUBTOTAL: _____ / 20

TOTAL SCORE: _____ / 100

Evaluator Comments:

Fee proposal submission; cost analysis

VENDOR MUST COMPLETE TABLE BELOW WITH TOTAL COST

Service Component	Quantity / Service Level	Service Period	Total Cost
Scheduled High-Impact Tutoring	20 students; 90 minutes per student per week; maximum 3:1 ratio	No later than Oct. 1, 2026 through at least May 1, 2027	\$ _____
On-demand tutoring	Up to 200 sessions per month	No later than Oct. 1, 2026 through at least May 1, 2027	\$ _____
Implementation and support	Setup, rostering, training, progress Monitoring reporting, and technical support	Entire contract period	\$ _____
TOTAL ALL-INCLUSIVE COST			\$ _____