

**THE BEDMINSTER BOARD OF EDUCATION  
REQUEST FOR PROPOSALS**

**Before & After Care Services:  
RFP #2024-2025-001**

**Before & After Care Services  
Sealed RFP to be received by the:**

**The Bedminster Board of Education  
234 Somerville Road  
Bedminster, NJ 07921**

**RFP Issue Date: April 11, 2024  
Submission Deadline: May 2, 2024 - 10:00 AM**

**By: Robbin Boehmer,  
The Bedminster Board of Education  
School Business Administrator/Board Secretary**

## **LEGAL AD NOTICE**

The School Business Administrator/Board Secretary of the Bedminster Board of Education, in the County of Morris, State of New Jersey, by authority of said Board, solicits sealed proposals for 2024 – 2025 Before & After Care Services. Proposals will be received at the Board Office of the Bedminster Board of Education located at 234 Somerville Road, Bedminster, NJ 07921 up to:

**10:00 a.m. Prevailing Time**  
**May 2, 2024**

BID # 2024-2025-001  
for Before & After Care Services

**Specifications and full information may be obtained upon request from the Business Office of the Bedminster Board of Education, located at 234 Somerville Road, Bedminster, NJ 07921 or on the District Website at:**

**All proposals must address areas contained in the specifications.**

Questions may be directed to:  
Mrs. Robbin Boehmer  
School Business Administrator/Board Secretary  
The Bedminster Board of Education  
234 Somerville Road  
Bedminster, NJ 07921  
Email: [rboehmer@bedminsterschool.org](mailto:rboehmer@bedminsterschool.org)

**Interested parties are required to comply with the requirements of  
P.L. 1975, c. 127 (N.J.A.C. 17:27), Affirmative Action.**

## NOTICE FOR REQUEST FOR PROPOSALS

### **Before & After Care Services for The Bedminster Board of Education**

Notice is hereby given that pursuant to the requirements of N.J.S.A. 18A:18A-4.5, the Bedminster Board of Education (hereinafter referred to as the “Board”) is issuing a Request for Proposals (RFP) to obtain from interested and qualified firms a proposal to provide Before & After Care Services. The understanding of the parties with respect to the services to be rendered and the various fee arrangements are required to be set forth in a formal agreement.

**A copy of the RFP may be obtained from the district’s website at <https://www.bedminsterschool.org/>**

Further information may be obtained by contacting Robbin Boehmer, School Business Administrator, at email [rboehmer@bedminsterschool.org](mailto:rboehmer@bedminsterschool.org) .

Pursuant to P.L. 2004 c. 57, all proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. All vendors are required to comply with the requirements of P.L. 1975, c. 127, “Law Against Discrimination” and the Affirmative Action statutes and regulations, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. Additional documentation requirements are as listed in the Request for Proposals.

Proposals must be submitted no later than **Thursday, May 2, 2024**.

All submittals must contain an original and one (1) copy of the Proposal in a sealed envelope with “Proposal for Before & After Care Services” marked on the front of the envelope.

The proposals should be addressed to the Bedminster Board of Education, Attn: Robbin Boehmer, 234 Somerville Road, Bedminster, NJ 07921.

The Board reserves the right to reject any or all proposals and waive any informality in the process if it is in the best interests of the Board. No proposal may be deemed accepted until the adoption of a formal resolution by the Board.

## **Background**

The Bedminster Board of Education is a Pre-School through 8<sup>th</sup> Grade public school district providing educational services to approximately 430 students and financially supporting over 250 students through a high school send/receive agreement. The district has multiple special education programs as well as many athletic, co-curricular and interscholastic programs. Further information may be obtained by visiting the school district's website at <https://www.bedminsterschool.org>.

The Bedminster Board of Education recognizes that an on-site, affordable, quality childcare that is aligned with our school goals and values is beneficial for our school age children and their families. The number of students that were registered in the 2023-2024 school year were approximately 50 per day.

## **Intent to Proposers**

The intent of this proposal is to establish an agreement with a licensed childcare provider ("Provider") to provide a Before and After School Program. The Bedminster Board of Education ("Board") is seeking a Provider to provide care to meet the needs of working families:

## **Current Program Hours**

- After Care on Full School Days – 3:25 PM to 6:30 PM
- Before Care – from 7:00 AM to 8:50 AM
- Early Dismissal and Holiday Coverage when there is a minimum of 15 students to be served.

## **Cost for Facility Rental/Use**

The Provider shall pay a use of facilities fee to the Board in the amount of \$1.85 per child per day to cover the cost of maintenance, custodial and utilities. The facilities fee shall be paid monthly by the 5<sup>th</sup> day of the following month to the Board based upon the number of children scheduled to attend the Program.

## **Scope of Work & Requested Information**

The following criteria have been established by the school district committee. Please address each item in the proposal:

- Describe the history of your program and its philosophy. Provide documented experience in successfully providing services of a similar scope.
- Current New Jersey Child Care License.
- Ability to provide liability insurance of at least \$2,000,000.
- Proof of financial stability in the form of financial statements for the past two years.
- Provide a list of your hiring criteria/practices for on-site staff including criminal history review, maintaining documentation, and communicating with the district.
- Program minimum enrollments.
- Provide before and after school care on all regular school and early dismissal days.
- Provide a Security or Crisis Management plan and related training - manuals, drills, follow through, and

other associated documentation.

- Describe your policy for student illness. What is your policy for the administration of medication?
- Provide a sample Code of Conduct and Discipline Plan.
- Describe your policy for bathroom procedures to ensure children's safety.
- Do you provide homework assistance? To what degree?
- Do you offer unstructured play time and/or flexibility for students who do not want to follow your lesson plans? How are different ages/grades/abilities/needs engaged in appropriate activities?
- Is there a daily lesson plan/schedule available?
- Describe your approach and plan to provide after school snacks. Can you provide a sample menu?
- Provide Online Registration and payment portal with ability to provide drop-in care.
- Provide your parent pricing schedule. What are the options for payments - daily, weekly, monthly, or annually?
- Discuss your facility needs.
- What kind of increases in costs should parents expect to see year after year? Can you remain competitive with current parent costs? Is there a discount for siblings?
- Explain drop-off, pick-up and attendance practices. Who is allowed to pick-up students? How do you manage students who are in extracurricular activities?
- What is your policy on incident reporting – to the parent(s), principal(s), administration and the district?
- What is your staffing plan, staffing ratios, and staffing qualifications?
- What coverage do you provide for staff absences?
- What is your organization's policy on communicating staff changes? How are those changes communicated to the parent(s), principal(s), administration and the district?
- Practices, format and frequency for parental communications, Principal and District Communications.
- How do you communicate with the parent(s) and guardian(s)?

## **TERMS AND CONDITIONS**

### **Laws and Regulations**

All applicable federal, state, and local laws and regulations, as well as policies of the Bedminister Board of Education shall apply to the award throughout and are incorporated here by reference.

### **Subcontracting/Assignment**

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

### **Modifications of Agreement**

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

### **Qualifications of Proposers**

The Board may make such an 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 Board 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 other State or 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.

### **Ownership Disclosures Required**

Pursuant to 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 or partnership bidding who own ten percent (10%) or greater interest therein.

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

### **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."

### **Affirmative Action and Business Registration**

If, prior to or at the time the Board submits a contract for signing, a Proposer does not submit to the Board 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 Board and the Affirmative Action Office. The Proposer should retain the copy marked "Proposer," submit the copy marked "Public Agency" to the Board, 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.S.A. 17:27-1 et seq., regarding Affirmative Action, and with the business registration requirements of N.J.S.A. 52:32-44. Each Proposer must submit a copy of its New Jersey business registration certificate (or interim registration) prior to award of the contract.

## CONTRACT

### Contractual Expectations

The contract that will be awarded will be between the provider and the Bedminster Board of Education and will outline the responsibilities of the provider regarding its program and use of the facilities. The contract will be for the **2024-2025** school year. The Board reserves the option of extending the contract to be awarded for additional years on the same terms and conditions as specified in the awarded contract per N.J.S.A-18A:18A-42. It is expected that the contract should be awarded no later than **May 14, 2024**.

### Proposal Protest – Legal Fees and Costs

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

### Criminal History Background Checks

Prior to commencing services under the Contract, the successful Provider shall ensure that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed for anyone providing the Services on behalf of the Provider as required by N.J.S.A. 18A:6-7.1 et seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services by the individual.

### Required Documents

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

On June 29, 2004, A-3130 (P.L. 2004, c.57) (hereinafter referred to as the “the Contractor Use Tax Registration and Collection Legislation”) was enacted imposing certain business registration certification and sales and use tax collection requirements on boards of education, and all other local contracting agencies and municipalities, and upon Proposers, subcontractors and affiliates doing business with public entities. Accordingly, Proposers are requested to comply with the following:

**Business Registration Certificate Requirements:** The law requires public entities, including Boards of Education to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all contracted parties with whom they conduct business. **Prior to award of the contract, all Proposers shall provide a current Certificate of Business Registration.**

The New Jersey State Business Registration program requires Proposers, subcontractors, and suppliers doing

business with municipalities for work that includes, but is not limited to, that for the procurement of goods and services, to be registered with the New Jersey Department of Treasury, Division of Revenue. This requirement applies to the procurement of goods and services that are valued both above and below the bid threshold.

New Jersey Sales and Use Tax Requirements: Pursuant to the same law, all Proposers or Proposers 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, municipalities, 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).

The successful Proposer agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in the Contract Documents to the contrary, the Proposer shall indemnify, defend and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Proposer’s failure to comply with the terms and condition of A-3130 (P.L. 2004, c.57) to the fullest extent permitted by law and public policy.

### **Americans with Disabilities Act**

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Board. In addition, the successful Proposer, shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplanted and with the regulations promulgated by the State Treasurer pursuant thereto.

### **Political Contribution Disclosure**

New Jersey State law requires that contractors receiving contracts which, in the aggregate, exceed \$50,000.00 from public entities within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A.19:44A-20.13. The successful proposer must determine if filing is necessary.

### **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.

### **Proprietary Information**

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The Board 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 Board cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law.

### **Use of the Board's Name**

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

### **Insurance**

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

**Worker's Compensation:** Proposer shall maintain Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and at limits as statutorily mandated with members of an LLC or partners in a partnership or individual(s) in a sole proprietorship electing to be covered as employees; and

**General Liability and Property Damage:** 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 Board, against claims for personal injury, bodily injury (including death) and property damage with coverage in an amount not less than \$4,000,000.00 each occurrence and in the aggregate with respect to personal injury, bodily injury (including death) and/or property damage combined with the Board named as an additional insured on a primary, non-contributory basis with respect to the additional insured. Such limits can be met by a combination of a comprehensive general liability policy or commercial general liability policy, and an Excess or Umbrella Liability policy; and **Coverage for Sexual Abuse and molestation:** Proposer shall either provide evidence of NO sexual abuse or molestation exclusion on the Commercial General Liability policy, or evidence of such coverage by means of an actual coverage part under the Commercial General Liability, or by means of a separate policy. The "sexual abuse and molestation: coverage is to be for limits of not less than \$1,000,000. If coverage is provided by means of a separate policy or separate coverage part, then the Bedminster Board of Education is to be an additional insured on that separate policy or coverage part.

The Proposer shall name the Board as an additional insured on its comprehensive general liability insurance or commercial general liability insurance and shall provide the Board with an insurance certificate or certificates on the standard ACORD 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 Board in the event of cancellation. Proposer shall not commence operation under its contract until such certificate(s) of insurance are submitted to the Board.

### **Liability**

Successful Proposer agrees to assume all risk of loss and to indemnify and hold the Board, 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, attorneys' 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 Board for all costs and attorneys' fees expended by the Board in enforcement of this indemnity provision.

Successful Proposer shall indemnify, defend and hold the Board 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 the Board for all reasonable expenses incurred by the Board.

### **Termination of Contract**

For the term of the contract, the Board 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 Board may then terminate the contract.

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

Without prejudice to any other right or remedy available to the Board at law or in equity of any event described below, this Agreement may be terminated by the Board if the successful Proposer, or any parent company of the Proposer, shall: have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or admit in writing its inability to pay its debts as such debts become due.

EQUAL EMPLOYMENT OPPORTUNITY ACT

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal 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 applicable 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, 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 Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### BUY AMERICAN

To the extent applicable, 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.

#### GOVERNING LAWS AND DISPUTE RESOLUTION

Any resulting 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 Somerset County, State of New Jersey, and the Proposer consents and submits to the jurisdiction of Superior Court in Somerset 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 Board and any entity or individual as to which the Board is bound to the arbitration of such disputes, then the Proposer agrees that the Proposer can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and the Proposer, or among the Board, the Proposer and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

## Evaluation of Submission

Requirement Element	Maximum Point Value	Score
Ability to demonstrate good safety practices for staff and students including policies, proper protocols, training, secure drop-off and pick-up and parent communications.	15	
Current New Jersey Child Care License and ability to obtain liability insurance of at least \$4,000,000 dollars.	10	
Ability to care for a minimum of 50 Pre-K through grade 8 students and maintain a staff to student ratio that meets or exceeds State Standards.	15	
Provide before and after school care on all regular school days and early closure days.	10	
Online registration and payment portal, with ability to provide drop-in care. Overall competitiveness of pricing, flexibility and discounts for parents.	10	
Ability to pay facilities rental fees of at least \$1.85 per child per day, with potential for profit sharing.	10	
The proposer's documented experience in successfully providing services of a similar scope.	10	
The provider will be able to provide a daily healthy snack for the after care program.	10	
Willingness to accept Bedminster's high school students in the program as volunteers and/or counselors in training.	10	

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(To accompany bid)**  
**(Contracts that Exceed \$17,500)**  
**Ref. N.J.S.A. 52:34-25**

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

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

The Business Entity may attach additional pages if needed.

\_\_\_\_\_

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

I certify that \_\_\_\_\_ 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 \_\_\_\_\_

**AFFIRMATIVE ACTION QUESTIONNAIRE**  
**(To accompany bid)**  
**(REFER TO EXHIBIT A AND FORM AA302 FOR DETAILS)**

**I. Our company has a federal Affirmative Action Plan approval:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**a. If “Yes”, a photo static copy of said approval shall be submitted to the board of education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.**

**II. Our company has a New Jersey State Certificate of Approval:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**a. If “Yes”, a copy of the New Jersey State Certificate shall be submitted to the board of education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.**

**III. If you answered “No” to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the board of education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.**

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

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms to 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, 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 Employee Information Report Form  
AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of The Administrative Code at N.J.A.C. 17:27.1**

**NON-COLLUSION AFFIDAVIT**

**(To accompany bid)**

Re: Bid for \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_): ss:

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 \_\_\_\_\_ (partner, officer, etc.) of the firm of \_\_\_\_\_ the bidder making the bid for the above named contract and that I executed the said bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the Bedminster Township School District relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said bid.

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 \_\_\_\_\_.

\_\_\_\_\_

Signature

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Name (Typed)

\_\_\_\_\_

Title

Notary Public  
My Commission Expires \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**(To accompany bid)**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

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

**AND**

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

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

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

**THIS FORM CONTINUES ONTO THE NEXT PAGE**

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

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation \_\_\_\_\_

Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE BEDMINISTER BOARD OF EDUCATION  
CONTACT INFORMATION  
PUBLIC SCHOOL CLIENT RECOMMENDATION LIST**

1. School District: \_\_\_\_\_

Grade Organization \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

2. School District: \_\_\_\_\_

Grade Organization \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

3. School District: \_\_\_\_\_

Grade Organization \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

4. School District: \_\_\_\_\_

Grade Organization \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

5. School District: \_\_\_\_\_

Grade Organization \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_