



Chesilhurst
Board of Education

NOTICE OF SOLICITATION REQUEST FOR PROPOSALS

**Business & Support Services
2023-24 School Year**

***Due August 4, 2023
By 11:00AM***
(emailed/digital submissions accepted)

Chesilhurst Board of Education
Chesilhurst, New Jersey

NOTICE OF SOLICITATION
REQUEST FOR PROPOSALS
Business & Support Services
2023-2024 School Year

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20, New Jersey Pay to Play, and other legislative enactments, more specifically Chapter 271 of the laws of the State of New Jersey, the Chesilhurst Board of Education, located at 511 Edwards Avenue, Chesilhurst, NJ 08089, is seeking Requests for Proposals (RFP's) for professional services to be provided to the Board of Education as listed below for the period August 1, 2023 to June 30, 2024:

Business Administrator/Board Secretary/Support Staff

Request for Proposals shall be file at the Chesilhurst School District at 511 Edwards Avenue, Chesilhurst, NJ 08089, and may also be downloaded from the Chesilhurst Board of Education's website at www.chesilhurstboe.us. The Chesilhurst Board of Education invites your proposal for Business Administrator/Board Secretary/ Support Services.

All RFP's must be received by the Board of Education no later than **11:00 AM on August 4, 2023**, at the Chesilhurst Board of Education Office, 511 Edwards Avenue, Chesilhurst, NJ 08089 or submitted via email. All questions concerning this notice should be addressed to the Chesilhurst Board Secretary, Mr. Vincent Caravello, at vcaravello@chesilhurstboe.org.

All proposals for professional service contracts shall include a minimum of the following information:

1. Names of individuals who will perform required tasks as well as the listing of their licenses.
 - A. Identify the person who will be primarily responsible for the services required by the Board of Education and provide a description of the experience of the primary person with projects and issues similar to those more specifically set forth in this proposal and on behalf of the Chesilhurst Board of Education.
 - B. Identify persons who will serve as backup to the primary person, including resumes of all parties.
2. Describe ability to provide services in a timely fashion including a description of your staffing and a description of your familiarity with the services required by the Chesilhurst Board of Education.
3. Professional Liability Insurance: The professional is to provide, at own expense, a comprehensive general liability insurance policy including professional liability, insuring against any and all claims for bodily injury or death resulting from performance and services by the professional, professional's employees, staff and agents. The insurance shall provide not less than \$500,000 with respect to injury or aggregate, or may be in such other form as provided by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., which shall govern the terms and conditions of any such program. The school district shall be listed as additional insured on the policy.
4. New Jersey Business Registration Certificate
5. Responders must comply with the requirements of P.L. 1975, Chapter 127, N.J.A.C. 17:27 Laws Against Discrimination.

Chesilhurst Board of Education
Chesilhurst, New Jersey

NOTICE OF SOLICITATION
REQUEST FOR PROPOSALS

Business & Support Services

Scope of Services

The School Business Administrator/Board Secretary and other support staff shall strive to achieve district goals for pupils by providing leadership and supervision in the district program of fiscal management and in other assigned programs, and by acting as a proper model for staff and pupils both in and outside the school district.

In order to achieve the functions of the position, the School Business Administrator/Board Secretary & Support Staff shall work cooperatively with the district and board to:

1. Establish and maintain long-range and other fiscal plans;
2. Prepare the annual budget based upon district resources and needs;
3. Ensure that all district fiscal, insurance, custodial-maintenance, food, and transportation services comply with the policies of the Board and the regulations of the district;
4. Ensure the proper maintenance and care of the facilities
5. Ensure the proper functioning and evaluation of district personnel assigned to his/her areas of responsibility;
6. Manage efficiently the district systems of accounting, purchasing, investment, insurance, plant construction, plant operation and maintenance, transportation, and food services;
7. Strive to increase the capability of the staff assigned to his/her area of responsibility through consultation and in-service training;
8. Analyze the effectiveness of district programs in his/her area of responsibility and recommend changes in program direction, staffing, or management strategies as necessary;
9. Manage the health and safety protocols of the facility and compliance by staff and patrons, consistent with federal, state, and local law and Board policy;
10. Strive to increase the efficient use of district resources in his/her area of responsibility;
11. Help to interpret the budget and the district affairs under his/her supervision to interested members of the school district community;

12. Strive to develop personal capabilities in financial strategies and supervisory methods;
13. Strive to conduct himself or herself in a proper manner at all times;
14. Be responsible for the conduct of all duties legally assigned to his/her position including:
 - a. Providing adequate notice of all public meetings of the Board to the members and to those requesting notice in accordance with law, N.J.S.A. 10:4-8d, 10:4-19; 18A:10-4, 18A:17-7;
 - b. Recording the minutes of all proceedings of the Board and the results of annual or special school elections, N.J.S.A. 18A:17-7;
 - c. Collecting tuition fees and other moneys due the Board and transmitting them to the Treasurer of School Moneys, N.J.S.A. 18A:17-8;
 - d. Examining and auditing all accounts and demands against the Board, presenting them to the Board at its meetings, indicating the Board's approval and sending them to the Treasurer for payment, N.J.S.A. 18A:17-8; 18A:19-4;
 - e. Keeping accounts of the district's financial transactions including a correct detailed accounting of all expenditures, N.J.S.A. 18A:17-8;
 - f. Reporting to the Board at each regular meeting, but not more often than once per month, the amount of the total appropriations and cash receipts for each account, and the amounts of warrants drawn against each account, and the amounts of orders or contractual obligations incurred and chargeable against each account, N.J.S.A. 18A:17-9;
 - g. Keeping all contracts, records, and documents belonging to the Board, N.J.S.A. 18A:17-9;
 - h. Giving the Board a detailed report of its financial transactions at the close of each fiscal year and filing a copy with the County Superintendent, N.J.S.A. 18A:17-10;
 - i. Reporting to the Commissioner annually the amount of unpaid school debt, the interest rate payable, the dates of issue, and the due dates of bonds or other indebtedness; N.J.S.A. 18A:17-12;
 - j. Preparing a summary of the annual audit and recommendations prior to the meeting of the Board to act thereon and supplying copies of the summary to interested persons, and to prepare the Annual Comprehensive Financial Report (ACFR) N.J.S.A. 18A:23-4;
 - k. Subscribe to bonds, notes, contracts, and other legal instruments of the Board for which the signature of the Secretary is required, N.J.S.A. 18A:24-32; and
 - l. Sign all school district warrants and certify to the payroll, N.J.S.A. 18A:19-1, 19-9.
15. Perform such other duties as may be required by the Board or Superintendent.

The School Business Administrator/Board Secretary shall be directly responsible to the Superintendent for the performance of his/her assigned duties and responsibilities as School Business Administrator and to the Board for the performance of his/her legal duties as Board Secretary.

Anticipated hours for services are as follows:

- 30-50 hours per week depending upon required task(s)-Business Administrator/Board Secretary
- 15-19 hours per week depended upon required task(s)- Support Staff Personnel

Anticipated duties for each category are as follows:

- Ability to work collaboratively with staff, Board members, community members and leadership
- Strong verbal and communication skills
- Experience with GAAP accounting, budgeting, transportation management, foodservice management, financial management and investments, insurance and risk management, payroll, facilities management, and building and grounds keep
- Experience with managing construction/capital improvement projects
- Excellent technology and computer application skills
- Strong knowledge of local/state/federal reporting requirements and applicable laws.
- Referendum experience preferred but not required
- Experience with facilities management
- Experience with custodial school maintenance
- Experience with transportation coordination.

All statements of qualifications for professional service contracts shall include a minimum of the following information:

1. Names of individual(s) who will perform required tasks.
2. Must be qualified to provide services in the State of New Jersey. A New Jersey Business Registration must be submitted as part of the proposal.
3. Must have a minimum of three (3) years experience in providing services to New Jersey schools or other New Jersey public entities.
4. Must list past and present clients.
5. Necessary documentation must be submitted including:
 - A. Affirmative Action Information
 - B. Business Entity Disclosure Certification for non-fair and open Contracts Required Pursuant to N.J.S.A. 19:44A-20.8
 - C. Political Contribution Disclosure Form
 - D. Disbarment Certification
 - E. Investments in Iran Form
 - F. Source Disclosure
 - G. MacBride Form
 - H. Ownership Disclosure Form
 - I. W9 form

J. J. Russia-Belarus Disclosure Form

6. The following insurance must be in effect (Chesilhurst Board of Education must be named as an additional Insured upon issuance of a contract) :

PROFESSIONAL LIABILITY/ PERSONAL LIABILITY

\$500,000 errors and omissions/malpractice for each occurrence and a \$1,500,000 aggregate.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$300,000 Employer's Liability;
Broad Form All-States Endorsement.

GENERAL LIABILITY

\$100,000.00 per occurrence/\$300,000 aggregate for bodily injury and property damage. The Borough shall be named as additional insured with respect to general liability.

AUTO LIABILITY

\$100,000 / \$300,000 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

BUDGET

Please provide a proposed budget and staffing cost summary sheet that details the services to be provided to the District.

EVALUATION OF PROPOSALS

The School District intends to award a professional services contract under the Fair and Open Process in accordance with N.J.S.A. 19:44-A-20.4 et seq. The Board shall review all proposals to determine which vendors have qualified for further consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements.

The proposals will be evaluated by the Business Administrator and if necessary and administrative team who will recommend appointment to the Board of Education based upon information supplied by each responder to this RFP and the following criteria:

- Ability to meet all minimum qualifications.
- Overall knowledge and familiarity with the operations of the School District.
- Experience of the firm in providing similar services to other public bodies, with special emphasis on experience in New Jersey.
- Qualifications and experience of the professional.
- Qualifications and experience of the other members of the professional's firm.
- The hourly rates and/or fee proposed. The proposal shall identify whether clerical and other overhead costs will be billed separately or included in the hourly labor rate/fee proposed.

STAFFING

The Board may, at its sole discretion, relinquish the services of any and all of the Vendor's staff without further obligation to the Vendor. In the event that the Board relinquishes the services of one or more staff of the Vendor, the Board may elect but shall not be obligated to accept alternate personnel from the Vendor to fulfill outstanding requirements. Vendor shall have the right to withdraw the services of individual Vendor staff upon 14 days written notice to the Board.

Only Vendor employees who successfully pass the Board's required background check will be allowed within the facility. The Board will pay for the cost of no more than two (2) background checks per contract year; Vendor will be responsible for the cost if more than three employees need background checks per contract year. Background checks will be completed before the employee is allowed facility and/or technology access. As needed, the Board may also require additional background checks and/or fingerprinting of any Vendor employees who will perform services for the Board's criminal justice or public safety functions. The Board will be responsible for the payment of all fees associated with any of these additional background checks or fingerprinting. As needed, the Vendor will make Vendor employees available to take Board mandated, specialized training in order to work in certain Departments that have access to criminal justice information.

The Board will be responsible to gain access to the training for the Vendor employees. The time of the Vendor employees to participate in such training shall be billed at the standard pricing agreed upon as a result of this RFP.

REQUIRED DOCUMENTATION

Necessary documentation must be submitted including:

- Affirmative Action Information
- Business Entity Disclosure Certification for non-fair and open Contracts Required Pursuant to N.J.S.A. 19:44A-20.8
- Political Contribution Disclosure Form
- Stockholder Disclosure Form
- Disclosure of Investment Activities in Iran
- W9 form
- Russia-Belarus Disclosure Form

DURATION OF AGREEMENT

The base year of this agreement will be for the 2023-2024 school year with a renewal option for up to two (2) years for the 2024-2025 school year and the 2025-2026 school year.

LATE BIDS

Bids received after the exact time and date specified for receipt will not be considered.

MISTAKE IN BIDS

(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid.

(b) If prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to Bidder, Bidder may request consideration be given to modify the bid if it remains the lowest, responsive, and responsible bid. The right is reserved by the Board to reject any and all requests for correction of mistakes in bids received after the

hour and date of the bid closing. The decision of the Assistant Finance Director is final with regard to acceptance or rejection of requests for correction of bids.

SIGNATURE

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee, or agent, and indicate his or her title.

LITIGATION WARRANTY

The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the Board in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The Board reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the Board with a surety bond.

ROYALTIES, LICENSES, AND PATENTS

Unless otherwise specified, the Bidder shall pay all royalties, license fees, and patent fees. The Bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright, and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the Board, and to defend, indemnify, and hold harmless the Board from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the Board, the Bidder, or those furnishing materials to Bidder to meet the bid specifications.

PERFORMANCE STANDARDS

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the Board.

SUBMISSION

Proposing firms shall provide evidence that the minimum qualifications are met. Proposal should also include cost details including hourly rates of the individuals who perform services and a list delineating the numbers and types of public clients represented by the firm.

Please submit two (2) copies of the proposal to:

**Chesilhurst Board of Education
511 Edwards Avenue
Chesilhurst, NJ 08089**

All submissions must be received at the Chesilhurst Business Office, **by August 4, 2023.**

All questions concerning this notice should be addressed to the school's business administrator, Mr. Vincent Caravello at vcaravello@chesilhurstboe.org.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 14

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 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.

AFFIRMATIVE ACTION AFFIDAVIT
(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY

COUNTY OF _____

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

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

1. I am _____ of the firm _____ a contractor making a proposal upon the above-named service.
2. _____ does not have 50 or more employees inclusive of all officers and employees of every type.
3. I am familiar with the Affirmative Action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P. L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and the rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, until an affirmative action plan is approved. I am also aware that the contract may be terminated and _____ may be barred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information report.

Signature of Authorized Representative

Name and Title

Subscribed and sworn to
Before me this _____ day of _____, 20_____

(Seal) Notary Public of New Jersey
My Commission expires _____, 20_____