

# **EGG HARBOR CITY BOARD OF EDUCATION**

Board Office  
730 Havana Avenue  
Egg Harbor City, NJ 08215

## **Request for Proposal District Architect of Record**

Proposal Due Date:

Tuesday, July 1, 2025, 12:00 Noon

## **Purpose**

The Egg Harbor City Board of Education is seeking proposals for District Architect of Record Services for the 2025-2026 academic school year.

## **Background**

The Egg Harbor City Board of Education is comprised of two schools, grades Pre K - 8. The Charles L. Spragg School and Egg Harbor City Community School currently serve approximately 555 students.

## **Scope of Services**

In accordance with NJSA 19:44A-20.4 et seq., the Egg Harbor City Board of Education is requesting proposals from New Jersey licensed architectural firms interested in providing services as the Architect of Record for the District for the 2025-2026 school year and for additional years beyond the 2025-2026 school year at the Board's option. Pursuant to Title 18A-18A-5(1) professional services are not required to be bid or advertised and the Board is not required to award on the basis of lowest price, but based on criteria as outlined in this request for proposals.

The Board shall not be bound to use the appointed Architect of Record. Proposers are advised that for any specific project the Board may retain the services of another Architect or Engineer.

As Architect of Record, the architect shall provide all professional and consulting architectural services and technical direction as requested by the Board including, but not limited to, preparation of designs and specifications, estimation/calculation of construction costs, obtaining permits and approvals from state, county and local agencies, submission of plans and documentation to such agencies as may be required, development of specifications, review and approval of plans, responses to bids, and all services related to the pre-design, design, pre-construction, construction and closeout phases of designated projects. The Architect shall amend the District's Long Range Facilities Plan as needed. Because services, at times, represent emergency situations, the professional will be expected to return a phone call or email within 48 hours. The professional will also be expected to be available to provide advice to the Board and administrators during non-business hours including attendance at meetings when requested.

The Architect shall work cooperatively with the Business Administrator and Board Attorney in the bidding, award and closeout of the projects. The Architect shall assist the Board in recommending professional services, such as engineers and other experts.

## **QUALIFICATIONS OF RESPONDENTS**

### **ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:**

1. Must be certified to provide architectural services in the State of New Jersey. Professional licenses and certifications should be provided.
2. Must have a minimum of five (5) years of experience in providing architectural services to boards of education.

3. Must be experienced in obtaining permits and approvals from various State, County and local regulatory agencies.
4. Must maintain on staff, or be able to contract with, New Jersey licensed or certified professionals including but not limited to architects, civil engineers, land surveyors, planners, environmental scientists and construction clerks.
5. Must maintain an office location in close enough proximity to the Board of Education so as to be able to respond to emergent matters promptly.
6. Must be experienced in preparation of DOE educational specifications and grant applications.
7. Must have project managers with at least five (5) years of school board experience.

### **Contract Period**

The term of the contract for District Architect of Record Services shall be from July 1, 2025 through June 30, 2026 and for additional years beyond the 2025-2026 school year, at the Board's option.

### **Submission of RFP Package and Deadline**

All proposals are to be submitted in writing and received no later than July 1, 2025 at 12:00 noon. Proposals are to be submitted to:

Allyson Milazzo, School Business Administrator  
Egg Harbor City Board of Education  
730 Havana Avenue  
Egg Harbor City, NJ 08215  
609-965-1034 x101 / [amilazzo@eggharborcityschools.com](mailto:amilazzo@eggharborcityschools.com)

### **Award of Contract**

It is the intention of the Board of Education to award the contract to the respondent based upon relative experience, qualifications and who will provide the highest quality of service at fair and competitive prices.

The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Experience in providing the professional services requested by the Egg Harbor City Board of Education and references related thereto; and familiarity with a School District;
3. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the Egg Harbor City Board of Education;

4. Location (distance) of primary office in relation to the Egg Harbor City Board of Education administrative offices;

5. Cost of proposal

The Egg Harbor City Board of Education shall award a contract to a firm or individual that best meets the needs and interests of the Board.

## **Termination**

Either party may terminate the consultant agreement upon providing thirty (30) days written notice to the other party. Written notice shall be sent certified mail, return receipt requested.

## **Presentation Package – Submit the RFP Response**

The Egg Harbor City Board of Education seeks from all participating respondents' information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP.

The following shall be included in the presentation package:

### **1. Transmittal Letter – Proposal**

Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by the Egg Harbor City Board of Education.

### **2. Description of Services**

All proposing architects should describe their practices and the services to be provided as well as acknowledge that they understand the scope of services sought by the Board. Provide sufficient information within your submission for evaluation. Information regarding your firm including ownership, list of major New Jersey educational clients and other pertinent information about your firm. Also please respond to the specific questions listed below:

- a. Where is the firm headquartered? If the firm has multiple offices, from which office will the services for the district be provided?
- b. How many years has the firm been practicing?
- c. How many staff members working full time in the firm?
  1. NJ Licensed Architects
  2. LEED accredited professionals
  3. Non-Licensed Architectural graduates?
  4. Other
- d. Provide a list of New Jersey School Districts for whom the firm has provided services, identifying any in Atlantic County, New Jersey.

- e. What is the firm's experience with Public School referendums?
- f. Has the firm ever been released or terminated during its involvement from a project prior to completion? Please explain the circumstances including project name, location, dates, percent completion.

3. Qualifications; Relevant Experience

All respondents shall submit evidence and documentation highlighting qualifications and experience they have that will assist the district in the evaluation and selection process. A minimum of five (5) years' experience as a District Architect of Record in a PreK-8 district is expected.

Names of individuals who will perform required tasks as well as the listing of their licenses, qualifications and experience. Identify persons who will serve as back up to the primary person including resumes of all parties.

Subcontracting; Assignment of Contract: No part of any work or services done for the Board may be subcontracted without first receiving written permission from the Board.

4. Fee Structure

Submit an hourly rate for principals, architects, associates, supervisors, construction/project managers, design draftsmen, engineers, environmental staff, etc. If any of these positions are not part of your staff, indicate how your firm will provide these services and at what associated costs. Also include any fee for amending the Long Range Facilities Plan. Identify whether clerical and other overhead costs will be billed separately. For large scale capital projects, fees will need to be agreed upon and Board approved in advance of a commencing the project.

In the event that the respondent determines that the services for consultants are necessary on any particular project assigned by the Board, the amount billed by the architect to the Board for such services shall not exceed 110% of the amount billed to the architect. Fees for reimbursable expenses shall not exceed the actual cost to the architect.

5. References

Provide a list of the school districts for which you have provided services within the last three (3) years. Include the name of the entity, the name and telephone number of a contact person, and the name of the partner that is assigned to that district;

A list of all New Jersey public clients that have terminated services in the past two years;

List the caption(s) of any and all actions which have been filed against you by a public entity either by way of complaint, cross-claim or counterclaim, in connection with your rendering of architectural services.

## **Submission of RFP Package**

All RFP Proposal Packages including the Letter of Transmittal and the Presentation Package are to be addressed to:

Allyson Milazzo  
School Business Administrator  
Egg Harbor City Board of Education  
730 Havana Avenue  
Egg Harbor City, New Jersey 08215

## **Documents to be Submitted with Proposal**

- ☐ New Jersey Business Registration Certificate;
- ☐ Vendor W-9
- ☐ Vendor Questionnaire/Certificate of Insurance
- ☐ Non-Collusion Affidavit
- ☐ Chapter 271 Political Contribution Disclosure Form
- ☐ Affirmative Action Disclosure
- ☐ Mandatory Equal Employment Opportunity Language
- ☐ Equal Opportunity for Individuals with Disability
- ☐ Certification of Non-involvement in prohibited activities in Russia or Belarus
- ☐ Disclosure of Investment Activities in Iran

## **Contracts**

Upon notification of award of contract by the Egg Harbor City Board of Education, the successful respondent shall sign and execute a formal contract agreement with the Board of Education.

The successful respondent shall sign and execute said contract and return it together with documents required by the district such as but not limited to:

- ☐ Professional Liability Certificate;
- ☐ Criminal History Background evidence;
- ☐ Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents must be returned to:

Allyson Milazzo  
School Business Administrator  
Egg Harbor City Board of Education  
730 Havana Avenue  
Egg Harbor City, New Jersey 08215

**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 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.**



EGG HARBOR CITY BOARD OF EDUCATION  
Board Office  
730 Havana Avenue  
Egg Harbor City, New Jersey 08215

***Proposal Form***

**District Architect of Record**

I/we hereby submit the following price quotation as per the attached specifications.

Annual Rates \$ \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_ Extension \_\_\_\_\_

Fax No. (    ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

***Agent's Signature*** \_\_\_\_\_ Date \_\_\_\_\_

All proposals must be received no later than **July 1, 2025 12:00 NOON**. All quotations are to be sent to:

Allyson Milazzo  
Business Administrator/Board Secretary  
730 Havana Avenue  
Egg Harbor City, New Jersey 08215  
Phone # 609-965-1034 x101/Fax # 609-965-6719

Quotation documents may be emailed or faxed to the district, however, an original copy must be mailed to the above address.

***To be completed and returned with the proposal form.***

**Vendor Questionnaire/Certification**

**District Architect of Record  
2025/2026**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_  
Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

**References – Work previously done for School Systems/or similar entities 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 Egg Harbor City 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 bid 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 bid, 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 Egg Harbor City Board of Education.

**Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

**Debarment**

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.S.A. 52:32-44.1 (a). N.J.A.C. 17:19-1.1 et seq.

I certify that I am not an official or employee of the Egg Harbor City Board of Education.

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.

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President or Authorized Agent  
Signature

# NON-COLLUSION AFFIDAVIT

## District Architect of Record

Re: Proposal for the Egg Harbor City Board of Education

STATE OF NEW JERSEY)

ss:

COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_ (Position in Company) of the firm of

\_\_\_\_\_ and the bidder making the Proposal for the above names contract, and that I executed the said Proposal 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 bidders, 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 Proposal and in this affidavit are true and correct, and made with full knowledge that the Egg Harbor City 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.

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

\_\_\_\_\_  
Print Name of Notary Public

## NOTARY PUBLIC SIGNATURE

My commission expires \_\_\_\_\_, \_\_\_\_\_. – Seal –  
Month Day Year

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

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:

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

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-\_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Business Entity \_\_\_\_\_ Date \_\_\_\_\_

BID Title \_\_\_\_\_

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Atlantic**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 1, 2, & 9

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

**County:**

Freeholders      County Executive      County Clerk      Surrogate      Sheriff

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

Absecon City	Atlantic City	Brigantine City
Buena Borough	Buena Vista Township	Corbin City
Egg Harbor City	Egg Harbor Township	Estell Manor City
Folsom Borough	Galloway Township	Hamilton Township
Hammonton Town	Linwood City	Longport Borough
Margate City	Mullica Township	Northfield City
Pleasantville City	Port Republic City	Somers Point City
Ventnor City	Weymouth Township	

Absecon City	Atlantic City	Buena Regional
Egg Harbor City	Egg Harbor Township	Estell Manor City
Folsom Borough	Galloway Township	Greater Egg Harbor Regional
Hamilton Township	Hammonton Town	Longport
Mainland Regional	Mullica Township	Northfield City
Pleasantville City	Somers Point City	Weymouth Township

**Fire Districts (Board of Fire Commissioners):**

Buena Borough Fire District No. 1	Buena Borough Fire District No. 2
Buena Vista Township Fire District No. 1	Buena Vista Township Fire District No. 2
Buena Vista Township Fire District No. 3	Buena Vista Township Fire District No. 4
Buena Vista Township Fire District No. 5	

## 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.

## EXHIBIT A (Cont.)

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.**

Acknowledgement receipt: \_\_\_\_\_(Bidder Signature)

\_\_\_\_\_(Print name)

## APPENDIX B

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

The contractor and the Egg Harbor City 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.

Acknowledgement receipt: \_\_\_\_\_(Bidder Signature)

\_\_\_\_\_(Print name)



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Name of Bidder: \_\_\_\_\_

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

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

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

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 District 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.

***(To be completed, signed below & returned with proposal)***



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”<sup>i</sup>) 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.

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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 (Street Address)

\_\_\_\_\_  
Vendor’s Email Address

<sup>i</sup> 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).