

New Jersey Schools Insurance Group 6000 Midlantic Drive, Suite 300 North Mount Laurel, New Jersey 08054 www.njsig.org

Request for proposal: LC-2023-0001 For: School employee training services

Event	Date
Procurement posted:	5/5/2023
Questions regarding the procurement must be submitted:	5/19/2023
Answers regarding the procurement will be posted:	6/2/2023
Procurement proposals due:	6/16/2023
NJSIG Board of Trustees approval:	6/21/2023

Dates are subject to change. All changes will be reflected in Addenda to the procurement posted on the NJSIG website.

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<u>1</u> Information for proposers

1.1 Purpose and intent

The New Jersey Schools Insurance Group ("NJSIG") is seeking proposals from qualified organizations interested in providing school employee training services. Your organization is invited to submit a proposal.

This solicitation is conducted in a fair and open process in accordance with the requirements for competitive contracting under the Public School Contracts Law, <u>N.J.S.A.</u> 18A:18A-1, <u>et seq.</u> This solicitation is specifically seeking proposals from qualified organizations that desire to provide school employee training services for NJSIG members, within the Scope of Work described below.

1.2 Organizational background

NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with <u>P.L.</u> 1983, <u>c.</u> 108, that provides insurance coverage and risk management services to member school districts.

The concept of pooling is one whereby public entities can join together to provide protection from risks on a group basis. As a school board insurance group, NJSIG is governed by a Board of Trustees which is comprised of school board members, superintendents and business administrators from NJSIG member districts.

By joining NJSIG, members collectively attain benefits not possible individually and pool their premiums into a common fund to be used for the benefit of all member districts. NJSIG is comprised of approximately four hundred boards of education and charter school districts, and offers members a cost-effective method of obtaining coverage for all property and casualty lines, including but not limited to: workers' compensation, general liability, automobile liability, excess liability, property, error and omissions, crime, electronic data processing, environmental liability, equipment breakdown, and auto physical damage coverage. NJSIG provides claims administration, underwriting and loss control services for members.

<u>1.3</u> Background for the requested proposal

The NJSIG Member Services Department provides a variety of loss control and risk management services for members in an effort to reduce claim frequency and severity. As part of these efforts, NJSIG offers school employee training services to aid members in the professional development of their staff.

NJSIG seeks to engage an organization to provide appropriate and high quality school employee training programs for NJSIG members.

These training services are provided by NJSIG to its members to aid them in meeting their obligations under the law to train school employees on an array of topics for the purpose of professional development.

<u>1.4</u> <u>Scope of work</u>

In accomplishing its work, NJSIG requires assistance from an experienced provider of school employee training services to provide training courses to NJSIG members. These training courses should be designed to help NJSIG's members meet their school and district professional development planning requirements. A summary of these professional development planning requirements and a comprehensive list of the professional development requirements for educators in the State of New Jersey is available from the State of New Jersey, Department of Education on its website at: https://www.nj.gov/education/profdev/pdp/ipdp/.

- These requirements include training courses in the following topics ("Statemandated topics"), or the ability to develop courses in the following topics by the date the contract is executed, as outlined more fully in the New Jersey Department of Education's Professional Development Requirements in Statute and Regulation (updated March 2020), attached hereto and incorporated herein as Exhibit 7.7, (also available online at https://www.nj.gov/education/profdev/requirements/topics/docs/StateRequ iredPD.pdf).
 - Reading disabilities:
 - Reading disabilities.
 - Prevention: suicide, substance abuse, harassment, intimidation and bullying:

- Suicide prevention;
- Harassment, intimidation and bullying; and,
- Recognition of substance abuse.
- School safety, security and code of student conduct:
 - School safety;
 - Law enforcement operations;
 - Mandatory gang awareness training for school administrators;
 - Code of student conduct;
 - Potentially missing/abused children reporting;
 - School safety teams;
 - School safety specialist; and,
 - Incident reporting of violence, vandalism and alcohol and other drug abuse.
- Health:
 - Communicable diseases;
 - Use of nebulizer;
 - Asthma;
 - Diabetic student health plan;
 - School nurse delegate for glucagon;
 - Training of delegates for epinephrine administration;

- General student needs recognition;
- Bloodborne pathogens;
- Alcohol, tobacco, and other drug prevention and intervention;
- Career and technical education;
- CPR/AED training required;
- Lyme disease; and
- Epilepsy and seizure disorders (Paul's Law)
- Interscholastic athletics:
 - Interscholastic athletic head injury safety training program;
 - School physician completion of cardiac assessment professional development module; and,
 - Student-athlete cardiac assessment professional development module.
- Additional professional development topics:
 - Educator evaluation (for teaching staff members);
 - Educator evaluation (for supervisors);
 - Ethics, law, governance, harassment, intimidation, and bullying;
 - Bilingual education in-service training;
 - Equity and affirmative action;
 - Integrated pest management (IPM) (for school staff implementing IPM plan)
 - Integrated pest management (IPM) (for the school community);

- Special education training;
- Preschool training;
- Teacher mentor training;
- Intervention and referral services (I&RS) referral; and,
- NJ SMART.
- Proposers must complete the Training Course Checklist For State-Mandated Topics, attached hereto and incorporated herein as Exhibit 7.8, detailing the name/identifying information of the course (or courses) the proposer currently offers which would meet the specified requirement. Failure to complete the checklist may result in the rejection of a proposal as materially non-responsive.
- In addition to completing the Training Course Checklist For State-Mandated Topics, Exhibit 7.8, proposers should also provide a full list of all training courses applicable to school employees that would be available to NJSIG members.
- Proposers should demonstrate a preparation and review methodology that demonstrates that training courses are prepared by qualified professionals with expertise in the area of the training.
- Courses should be routinely reviewed (at least every twelve (12) months) to ensure that training course content is timely, up to date and compliant with the current state of the law in New Jersey.
- Proposers should have the capacity to assign one or more experienced staff persons dedicated to NJSIG's account, who will be readily available to address NJSIG and NJSIG member requests, questions and/or concerns. Such staff persons would be expected to acknowledge receipt of any NJSIG and NJSIG member requests, questions and/or concerns within forty-eight (48) hours of receipt and to provide a response to the same as soon thereafter as reasonably practicable.
- <u>Term</u>: It is anticipated that any contract issued pursuant to this request for proposals will be for a term of twelve (12) months, with the option to extend for two additional twelve-month terms.

1.5 Questions regarding the requested proposal

NJSIG will accept questions and inquiries from all potential proposers electronically via its website. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Proposers are not to contact NJSIG personnel directly, in person, by telephone or by email, concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Any questions received after that date will not be accepted. Answers to questions submitted regarding this RFP, if any, will be posted on the NJSIG website on the date on the cover sheet.

Any proposer that requires a custom questionnaire be completed by NJSIG before submitting a proposal should submit their questionnaire to <u>rfp@njsig.org</u>. The cut-off date for the submission of a questionnaire relating to this RFP is indicated on the cover sheet. Any questionnaires received after that date will not be accepted. Answers to questionnaires relating to this RFP, if any, will be returned to the proposer that submitted the questionnaire on the date indicated on the cover sheet.

<u>1.6</u> <u>Addenda</u>

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. All RFP addenda will be issued on the NJSIG web site, and notification will be published.

There are no designated dates for release of addenda. Therefore interested proposers should check the NJSIG website on a daily basis from time of RFP issuance through proposal opening. In the event that an addendum is published after the receipt of a proposal, the proposer will be notified via a method of delivery that provides certification of delivery.

<u>1.7</u> <u>Proposer responsibility</u>

The proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP.

1.8 Cost liability

NJSIG assumes no responsibility and bears no liability for costs incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

1.9 Contents of proposal

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, <u>N.J.S.A.</u> 47:1A-1, <u>et seq.</u>, and the common law. Proposals will not be made public until the NJSIG Board of Trustees has awarded a contract.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. NJSIG reserves the right to make the determination and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. NJSIG will not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

By submitting a proposal in response to this RFP, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs.

1.10 Price alteration

Proposal prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the proposer.

1.11 Proposal errors

A proposer may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Director. If the request is granted, the proposer may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a proposer discovers an error in its proposal, the proposer may make written request to the Director for authorization to withdraw its proposal from consideration for award. Evidence of the proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the proposer's exercise of reasonable care; and that NJSIG will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and sent to the address listed under "Method of submission of proposal."

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the proposer. The proposer will have five days after receipt of the notice to confirm its pricing. If the proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and the proposer's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the proposer to ascertain the true intent of the proposal.

1.12 Joint venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. Separate compliance forms must supplied for each party to a joint venture.

1.13 Definitions

Addendum – Written clarification or revision to this RFP issued by NJSIG.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the proposer. An amendment is not effective until it is signed by the Executive Director, or a Manager of, NJSIG.

Proposer – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the proposer's proposal submitted in response to this RFP, as accepted by NJSIG.

Director – Executive Director, NJSIG.

Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by NJSIG unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal ("RFP") – This document which establishes the proposal and contract requirements and solicits proposals to meet the purchase needs of NJSIG as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Training Course – educational, instructional and/or informational lessons created by the Proposer, on topics applicable to school employees, including those outlined in the New Jersey Department of Education's Professional Development Requirements in Statute and Regulation (updated March 2020), attached hereto and incorporated herein as Exhibit 7.7. Training courses shall not include board of education policies or other materials prepared by NJSIG members that are uploaded or otherwise incorporated into the Proposer's database for access by NJSIG member school personnel. User – A user is defined as an individual that has both received a license to use the training platform, and has actually utilized the training platform by logging into the training platform and completed a training course, as defined herein.

<u>2</u> <u>Proposal preparation and submission</u>

2.1 Method of submission of proposal

Submit one paper copy, clearly marked as "COPY," plus an original electronic copy, clearly marked as "ORIGINAL," via NJSIG's <u>website</u>. Signatures must be official handwritten signatures in ink. The electronic copy of the proposal must be in portable document format (".pdf"). The maximum file size for each .pdf is ten (10) megabytes. The maximum number of files in a submission is ten (10). The proposal must be addressed to:

Request for Proposal Number LC-2023-0001 New Jersey Schools Insurance Group 6000 Midlantic Drive Suite 300 North Mount Laurel, NJ 08054

Proposals submitted via any other method, including facsimile or electronic mail, will not be accepted.

2.2 Effect of submission of proposal

Submission of a proposal will not bind or otherwise obligate NJSIG to retain the proposer.

2.3 Time for submission of proposal

In order to be considered for award, the proposal must be received by NJSIG by the method outlined above and by the required time. Any proposal not received by the cutoff date on the cover page of this RFP may be rejected. Proposals must be received by 11:00 a.m. on the date indicated on the cover sheet.

Proposers using any delivery service should allow additional time for delivery, as the proposal must be received by the cutoff date and time.

Proposals will be opened at 5:00 p.m. on the cutoff date.

2.4 Mandatory contents of proposal

The proposal must be submitted in one volume and that volume divided into six (6) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Section 1 – Fee proposal (Section 2.4.1)
Section 2 – Executive summary (Section 2.5.1)
Section 3 – General Information (Section 2.5.2)
Section 4 – Organization profile and experience (Section 2.5.3)
Section 5 – Qualifications and experience (Section 2.5.4)
Section 6 – Compliance information and forms (Section 2.5.5)

2.4.1 Fee proposal

- A fee proposal based on a term of no more than 36 months (three years). It is anticipated that any contract issued pursuant to this request for proposals will be for a term of twelve (12) months, with the option to extend for two additional twelve-month terms.
- For purposes of accurate proposal comparison, and ease of administration, NJSIG requires that fee proposals be stated on the following basis:

i. Flat fees for all State-mandated topics.

Flat fee for a single active user that has completed a training course (as defined herein)	Minimum active user licenses, if applicable
\$	

Note: It is expected that all State-mandated topics outlined on the New Jersey Department of Education's Professional Development Requirements in Statute and Regulation (updated March 2020), attached hereto and incorporated herein as Exhibit 7.7, will be included in this flat fee. However, if any of the State-mandated topics are not included in this flat fee, proposers shall: 1) separately list the flat fees for courses associated with that State mandated topic, as outlined in the below chart, and 2) separately list the topics for which your organization does not provide training.

Separate topic area	Flat fee for a single active user that has completed a training course in this separate topic area	Minimum active user licenses, if applicable
	\$	

- ii. Any additional fees, or progressive volume discounts.
- iii. NJSIG invites proposers to assess the needs expressed and offer alternative pricing proposals in addition to the standard method required above. Before putting forth any alternatives, please confirm that such alternatives are permissible for school board insurance groups operating in the State of New Jersey.

2.5 <u>Technical proposal</u>

In this Section, the proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section. The organization must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal must contain at least the following information:

2.5.1 Executive summary

An executive summary of not more than three pages identifying and substantiating why the organization is best qualified to provide the requested services.

2.5.2 General Information

The Response must detail the organization's experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below.

All the requirements in the Mandatory Contents of Proposal section, above, must be complied with in order for the Response to be considered responsive to this RFP and complete.

A Response must evidence ability to protect NJSIG from errors and omissions. The Respondent(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFP can be obtained. The Response must include the requested evidence of insurance and financial capacity as indicated.

2.5.3 Organization profile and experience

As a minimum, it is preferred the proposer have ten years' experience as a provider of school employee training services in New Jersey. The proposer must demonstrate a high degree of knowledge of the training needs and requirements of public school employees in New Jersey. The proposer must also:

- Indicate the date your organization was established.
- Describe the services provided by your organization.

- Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.
- Describe the participation of women and minorities in your organization. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your organization that is owned by women and by minorities.
- Provide a description of your organization's presence in New Jersey. Note the location of each office, the number of employees resident in each office.
- Identify any public entities, boards of education, educational service commissions, charter schools, or other school entities to which your organization has provided services during the last ten (10) years, generally and specifically with respect to each specialty area where consideration is requested. For each matter, provide the name of the public entity, department or authority, a description of the matter, the dates of engagement and the name and contact information of the public entity employee responsible for overseeing the work of your organization on that matter.
- Indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier.
- Describe your organization's approach to maintaining responsive communication with NJSIG and keeping NJSIG informed of problems and progress.
- Provide a representative listing of your organization's major private and public sector clients.
- Provide the name, address, telephone number, email address, and facsimile number for the designated contact person in your organization.

2.5.4 Qualifications and Experience

- Please indicate what percentage of your organization's business is in providing school employee training services in New Jersey.
- Describe your organization's experience in providing school employee training services in New Jersey. Specifically identify client, size and specific examples of similarities with the scope of services required under this RFP and the Training Course Checklist For State-Mandated Topics, attached hereto and incorporated herein as Exhibit 7.8.
- State the qualifications and experience of the employees proposed to staff the work assigned. For each member of your organization that would be involved in handling the work detailed in this request for proposals, provide a detailed resume including information as to:
 - Education, including advanced degrees;
 - Number of years engaged in the designated practice area;
 - General work experience; and
 - Area(s) of specialization.
- Describe how the proposer's use of products, programs or systems can enhance the productivity of NJSIG's Executive Director and NJSIG staff, including their interaction with their member entities. Document any hardware devices, software or portals that may be available to NJSIG.
- Provide contact information for three references, including contact names, titles, phone numbers, and email addresses, of public entity risk pools, public entities or insurance companies similarly situated to NJSIG that are current users of your product.
- In its proposal, the proposer must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.

2.5.5 Compliance information and forms

As a school board insurance group, NJSIG is subject to the Public School Contracts Law ("PSCL"), (N.J.S.A. 18A:18A-1 et seq.), N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43), as well as other statutes and regulations governing public contracting in the State of New Jersey. As such, the following compliance information must be included in any contract with NJSIG.

For a summary of the forms and documentation required to be submitted to NJSIG by the PROPOSER, see the "CHECKLIST OF REQUIRED DOCUMENTS AND FORMS" at the end of this section.

2.5.5.1 Ownership disclosure form

Pursuant to N.J.S.A. 52:25-24.2, "No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed."

Thus, in the event the proposer is a corporation, partnership or limited liability company, the proposer must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached.

2.5.5.2 Business Registration

Failure to submit a copy of the proposer's business registration certificate (or interim registration) from the Division of Revenue with the proposal may be cause for rejection of the proposal.

The requirement is a precondition to entering into a NJSIG contract.

Pursuant to <u>N.J.S.A.</u> 52:32-44, NJSIG ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to <u>N.J.S.A.</u> 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.5.5.3 Disclosure of Investment Activities in Iran, Russia, or Belarus

Pursuant to N.J.S.A. 52:32-58, N.J.S.A. 52:32-60.1, N.J.S.A. 18A:18A-49.5 and N.J.S.A. 18A:18A-49.4, the proposer must certify that neither the proposer, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.I.S.A. 52:32-56(e) (3)), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran or on the Entities Engaged in Prohibited Activities Under C.52:32-60.1 list. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. The found on the website C.52:32-60.1 list is Division's at https:// www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf. The required form is attached. The requirement is a precondition to entering into a NJSIG contract.

2.5.5.4 Mandatory Equal Employment Opportunity Language

Pursuant to <u>N.J.S.A.</u> 10:5-31 et seq. (<u>P.L.</u> 1975, c. 127) and <u>N.J.A.C.</u> 17:27 (mandatory equal employment opportunity language for goods, professional service 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at <u>N.J.A.C.</u> 17:27.

2.5.5.5 Record retention

Pursuant to <u>N.J.A.C.</u> 17:44-2., PROPOSER shall maintain all documentation related to the products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

<u>3</u> <u>Special contractual terms and conditions</u>

The following language shall be included in all contracts with NJSIG. The following provisions are not negotiable, and by submitting a proposal SERVICE PROVIDER consents to the inclusion of these terms in any contract between SERVICE PROVIDER and NJSIG:

SERVICE LEVEL AGREEMENT. SERVICE PROVIDER shall provide priority support and service to NJSIG including all items set forth in the scope of services for RFP LC-2023-0001, which is incorporated by reference.

INDEMNIFICATION. SERVICE PROVIDER shall indemnify, defend and hold NJSIG, its Board of Trustees, appointed officials and member districts harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against NJSIG, its Board of Trustees, appointed officials and member districts, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold NJSIG harmless from same.

INSURANCE. SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of Workers' compensation and employers' liability insurance, as follows:

a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all individuals assigned to work on this contract;

b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;

c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate, and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim / \$2,000,000 aggregate, covering work performed by SERVICE PROVIDER and by SERVICE PROVIDER employees during the term of this Agreement;

d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of SERVICE PROVIDER and its employees, with limits not less than \$1,000,000.00;

The insurance companies selected by SERVICE PROVIDER to provide the above coverages must be licensed, solvent and acceptable to NJSIG. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

BOND: If required by the by-laws or pursuant to <u>N.J.A.C.</u> 11:15-2, <u>et seq.</u>, the SERVICE PROVIDER shall be bonded in a form and amount acceptable to NJSIG's

governing body. Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default.

CONFIDENTIALITY: All financial, statistical, personnel and/or technical data supplied by NJSIG to the SERVICE PROVIDER are confidential. The SERVICE PROVIDER is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the SERVICE PROVIDER, or any individual or entity in the SERVICE PROVIDER's charge or employ, will be considered a violation of this contract and may result in contract termination and the SERVICE PROVIDER's suspension or debarment from NJSIG contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

TERMINATION: NJSIG may terminate this Agreement at any time during the term thereof by the giving of ninety (90) days' written notice. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days' written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by the SERVICE PROVIDER for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to the SERVICE PROVIDER by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

PAYMENT: Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized invoice at least 20 days prior to the next regularly scheduled meeting of NJSIG's governing body. Final Payment will be withheld until the proposer's continued service is determined. If the proposer's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied. This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of NJSIG.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification is in writing and executed by NJSIG and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to NJSIG.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that NJSIG has defined as proprietary without the express written consent of NJSIG. In addition, the SERVICE PROVIDER shall promptly advise NJSIG upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of NJSIG and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSIG Finance Committee via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

NEWS RELEASES: The SERVICE PROVIDER is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

ADVERTISING: The SERVICE PROVIDER shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

LICENSES AND PERMITS: The SERVICE PROVIDER shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The SERVICE PROVIDER shall supply NJSIG with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

NON-SOLICITATION: The SERVICE PROVIDER shall not solicit NJSIG's employees for the Term plus twelve months.

LICENSURE: The SERVICE PROVIDER, along with any relevant employees, shall be licensed as required by law and shall maintain such licensure for the duration of the

contract. NJSIG may terminate the contract if the SERVICE PROVIDER fails to obtain, or maintain, such licensure.

ETHICS: The SERVICE PROVIDER shall not provide any NJSIG employee, NJSIG employee family member, NJSIG Board of Trustee member, NJSIG Board of Trustee family member, or NJSIG member any gift or thing of value that would be reasonably likely to create the perception that such a gift or thing of value would influence their decision making.

MANDATORY COMPLIANCE LANGUAGE:

i. State of New Jersey Business Registration Certificate:

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

<u>N.J.S.A.</u> 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Sales and Use Tax Act, (<u>N.J.S.A.</u> 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ii. Public Law 2005, Chapter 271 Vendor Certification and Disclosure:

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

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

iii. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1, et seq.

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

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

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

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

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

CHECKLIST OF REQUIRED DOCUMENTS AND FORMS:

- 1) Required with the proposal:
 - Statement of ownership disclosure (in the event the SERVICE PROVIDER is a corporation, partnership or limited liability company) (form attached as Exhibit 7.1)
 - SERVICE PROVIDER's State of New Jersey Business Registration Certificate (sample attached as Exhibit 7.2)
 - Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form (form attached as Exhibit 7.3)
 - Disclosure of Investment Activities in Iran, Russia and Belarus Form (form attached as Exhibit 7.4)
- 2) Required after award, but prior to execution of the contract:
 - SERVICE PROVIDER's W-9
 - Mandatory Equal Employment Opportunity Documentation (contractor shall submit one of the following three documents):
 - Letter of Federal Affirmative Action Plan Approval, or
 - Certificate of Employee Information Report (<u>sample attached as</u> <u>Exhibit 7.5</u>), or
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract compliance) (form attached as Exhibit 7.6)
- 3) In addition to the above compliance forms, the following forms are required to be completed by all proposers:
 - Training Course Checklist For State-Mandated Topics (<u>form attached</u> <u>as Exhibit 7.8</u>)

<u>4</u> <u>Proposal evaluation</u>

<u>4.1</u> <u>Selection criteria</u>

NJSIG will evaluate each proposal submitted and at its discretion. Award of the contract will be to the proposer or proposers that provide the proposal found to be the most advantageous to NJSIG, all things considered including price and costs. NJSIG

also reserves the right to reject any or all proposals and to waive immaterial formalities. NJSIG reserves the right:

- To eliminate any proposer who submits an incomplete, inadequate proposals or is not responsive.
- To reject all proposals or any non-responsive proposals.
- To supplement, amend, or otherwise modify this RFP.
- To waive any technical, or other, non-conformance of the responses, whether material or otherwise.
- To change or alter the schedule for any events called for in this RFP.
- To conduct investigations of any or all of the proposer and their responses as is deemed necessary or convenient, to clarify the information provided as part of the proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any contract for any purpose.
- To abandon this procurement process at NJSIG's convenience at any time for any reason.
- To accept the proposal that, in NJSIG's sole judgment, best serves the interest of and/or is most advantageous to NJSIG based upon the criteria set forth in this proposal.
- To consider and to award a proposal to a public body under applicable law.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
- To award any contract subject to final adoption of all necessary authorizations.

• Any other right afforded NJSIG under the law.

The firms submitting proposals will be evaluated based on each individual proposal submitted based upon the criteria set forth below. Firms may be requested to make oral presentations to NJSIG. If requested to make a presentation, each firm's proposed project manager must take part in the presentation. However, NJSIG may award based on the initial proposals received without discussion with the proposers. If oral presentations are required, they will be scheduled after the submission of proposals. Proposers will not be compensated for making the presentation.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. The features of the Proposal, considered together with its economic and other benefits, will form the basis for the evaluation process. The criteria for the evaluation process are weighted and are as follows:

Criteria	Weight, %
1. Technical Criteria	
a. Does the proposer's proposal demonstrate a clear understanding of the scope of work and related objectives?	
b. Is the proposer's proposal complete and responsive to the specific RFP requirements?	
c. Has the past performance of the proposer's proposed methodology been documented?	35%
d. Does the proposer's proposal use innovative technology and techniques?	
e. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?	
f. Does the proposer offer a majority of the professional development courses required by the State of New Jersey?	

Management	Criteria	
1. Projec		
	How well does the proposed scheduling timeline meet the contracting unit's needs?	
b.	Is there a project management plan?	
2. Histor	y and experience in performing the work:	
	Does the proposer document a record of reliability of timely delivery and on-time and on-budget implementation?	
	Does the proposer demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?	
	Does the proposer document industry or program experience?	35%
d.	Does the proposer have a record of moral integrity?	
3. Availa resour	bility of personnel, facilities, equipment and other rces:	
	To what extent does the proposer rely on in-house resources vs. contracted resources?	
	Are the availability of in-house and contract resources documented?	
4. Qualif	fication and experience of personnel:	
	Documentation of experience in performing similar work by employees and when appropriate, sub- contractors?	
	Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged.	

small and/or minority owned business establishments?c. Does the proposer demonstrate cultural sensitivity in hiring and training staff?	
Cost Criteria	
1. Cost of goods to be provided or services to be performed:	
a. Relative cost: How does the cost compare to other similarly scored proposals?b. Full explanation. Is the price and its component charges, fees, etc. adequately explained or documented?	30%
2. Assurances of performance:	5070
a. If required, are suitable bonds, warranties, or guarantees provided?	
b. Does the proposal include quality control and assurance programs?	

4.2 Evaluation Committee

NJSIG will convene an evaluation committee to evaluate submissions, and the committee will evaluate proposals and make a recommendation to the NJSIG Board of Trustees. The final decision to award a contract to a proposer as a result of this solicitation resides with the NJSIG Board of Trustees.

<u>4.3</u> Interview

NJSIG reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal must be comprehensive and complete on its face. NJSIG reserves the right to request clarifying information subsequent to submission of the proposal.

5 Contract award

NJSIG will select the proposer as detailed above. Contract award shall be made with reasonable promptness by written notice to that responsible proposer(s), whose proposal(s), responsive to this RFP, is selected.

<u>6</u> <u>Contract administration</u>

The NJSIG Contract Manager is the NJSIG employee responsible for the overall management and administration of the contract. The NJSIG Manager for this contract will be identified at the time of execution of contract. At that time, the proposer will be provided with the NJSIG Manager's name, department, address, telephone number, fax phone number, and email address.

7 Exhibits

- 7.1 Ownership Disclosure Form
- 7.2 Business Registration Form
- 7.3 Disclosure of Investment Activities in Iran, Russia, or Belarus
- 7.4 Mandatory Equal Employment Opportunity form AA302
- 7.5 <u>Sample Certificate of Employee Information Report (pursuant to N.J.A.C.</u> <u>17:27-1.1 et seq.)</u>
- 7.6 Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form
- 7.7 <u>New Jersey Department of Education's Professional Development</u> <u>Requirements in Statute and Regulation (updated March 2020)</u>
- 7.8 Training Course Checklist for State-Mandated Topics

Exhibit 7.1

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization:
Organization Address:
<u>Part</u> I Check the box that represents the type of business organization:
Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
For-Profit Corporation (any type)
Partnership Limited Partnership Limited Liability Partnership (LLP)
Other (be specific):

<u>Part II</u>

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address					

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

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

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

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

Stockholder/Partner/Member and	Home Address (for Individuals) or Business Address
Corresponding Entity Listed in Part II	

Part IV Certification

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

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

Exhibit

7.2

All businesses <u>MUST</u> provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: <u>https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp</u> Information on BRC Requirements: http://www.state.nj.us/treasury/revenue/busregcert.shtml

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	DEPARTMENT OF TREASUR DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	Jolst	ully
FORM-BRC(08-01) This C	Active Director Certificate is NOT assignable or transferable. It must be conspic	uously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

Trade Name:

Address:

847 ROEBLING AVE TRENTON, NJ 08611

TAX REG TEST ACCOUNT

Certificate Number:

1093907

Date of Issuance:

October 14, 2004

For Office Use Only:

20041014112823533

Exhibit



Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form

Contract Name / Number:

Vendor:

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the NJSIG contact for such contract.

A vendor's failure to fully, accurately and truthfully complete this form and submit it to NJSIG may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under <u>N.J.S.A.</u> 19:44A-3(n) and <u>N.J.A.C.</u> 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," <u>P.L.</u> 1973, <u>c.</u> 83 (<u>N.J.S.A.</u> 19:44A-1, <u>et_seq.</u>), and implementing

Public Law 2005, Chapter 271 Vendor Certification and Disclosure Form

regulations set forth at <u>N.J.A.C.</u> 19:25-10.1, <u>et seq.</u> As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Certification

Name and Address of	Date of	Amount of	Contributor's					
Committee to Which	Contribution	Contribution	Name					
Contribution Was Made								
Indicate "none" if no Reportable Contributions were made. Attach								
Additional Pages As Needed.								

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Vendor:

Signed:

Print Name:

Title:

Date:

Exhibit 7.4

Disclosure of Investment Activities in Iran

Contract Name / Number:

Vendor:

1. PART ONE: Investment activities in Iran

1.1. Pursuant to N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4, 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person orentity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of 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 party.

1.2. PLEASE CHECK THE APPROPRIATE BOX:

□ I certify, pursuant to 25 N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J.Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to 25 N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

Disclosure of Investment Activities in Iran

<u>OR</u>

- □ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
- 2. PART TWO: Further information related to investment activities in Iran

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. If you need to make additional entries, attach additional pages as needed.

2.1. Person or entity:	
2.2. Relationship to bidder:	
2.3. Description of activities:	
-	
2.4. Duration of Engagement:	
2.5. Anticipated Cessation Date:	
2.6. Bidder Contact Name:	
2.7. Contact phone number:	

3. PART THREE: Certification

Disclosure of Investment Activities in Iran

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

3.1.1.	Signed:	
3.1.2.	Print Name:	
3.1.3.	Title:	
3.1.4.	Date:	

Exhibit 7.5

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

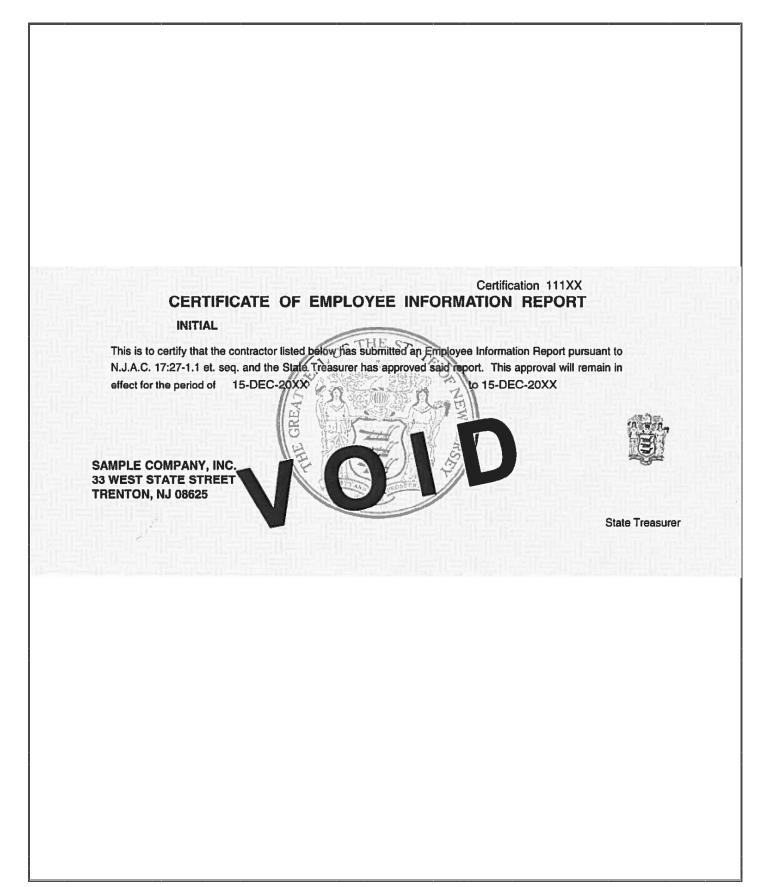


Exhibit 7.6

Form AA302 Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit

EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

	SE	CTION A - COM	PANY IDENTIFIC	CATION			
I. FID. NO. OR SOCIAL SECURITY		ESS 2. SERVICE	3. WHOLESALE	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY			
4. COMPANY NAME							
5. STREET	CITY		COUNTY	STATE	Z	ZIP CODE	
6. NAME OF PARENT OR AFFILIAT	ED COMPANY (IF NON	E, SO INDICATE)	CITY		STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY:	SINGLE-ESTAR	BLISHMENT EMPLO	OYER [MULTI-E	STABLISHN	IENT EMPLOYER	
8. IF MULTI-ESTABLISHMENT 9. TOTAL NUMBER OF EMPLOYEES 10. PUBLIC AGENCY AWARDING C	AT ESTABLISHMENT						
		CITY	COUN	ГҮ	STATE	ZIP CODE	
Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIG	NED CERTIF	CATION NU	JMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DONOT SUBMIT AN EEO-1 REPORT.

	ALL EMPLOYEES				PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN								
JOB	COL. 1 COL. 2 COL. 3				******* M							******	****
CATEGORIES	TOTAL	MALE	FEMALE			AMER.		NON			AMER.		NON
	(Cols.2 &3)			BLACK	HISPANIC	INDIAN	ASIAN	MIN.	BLACK	HISPANIC	INDIAN	ASIAN	MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part- Time Employees		Tł	e data belov	w shall N	ot be inclu	ded in tl	ne figure	s for the a	ppropria	te categori	es above.		
12. HOW WAS INFO		AS TO RA ployment]		NIC GROU 3. Other (DN B OBT	AINED?	Emplo	HIS THE F yee Informa Submitted	ation	REPOI	NO, DATE RT SUBMI	TTED
13. DATES OF PAY From:	ROLL PERIO	OD USED	To:					1. YES	2. N	o			
			SE	CTION C -	SIGNATURE		TIFICATIO	ON				<u> </u>	
16. NAME OF PERSO	ON COMPLE	TING FOR	M (Print or T	ype)	SIGN	ATURE		TIT	LE		DATE MO	D DAY	YEAR
17. ADDRESS NO.	& STREET	(CITY		COUI	NTY	STA	TE ZII	CODE I	PHONE (ARI	EA CODE, I	NO.,EXTE	NSION)

-

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Exhibit

7.7

New Jersey Professional Development Requirements in Statute and Regulations

Mandatory professional development (PD) requirements for particular groups of educators are specified in statute and regulation. These requirements go beyond the core requirements for PD planning and implementation set forth in *N.J.A.C.* 6A:9C.

The chart below summarizes these targeted PD requirements as well as the authorizing citations, educators who should receive the PD, timelines, and additional information. The requirements are grouped under the following topics:

- a. Reading Disabilities
- b. Prevention: Suicide, Substance Abuse, Harassment, Intimidation, and Bullying
- c. School Safety, Security and Code of Student Conduct
- d. Health
- e. Interscholastic Activities
- f. Additional Professional Development Topics

Please use the chart on this site for the most current information. The requirements will be updated as necessary. Questions on the requirements may be submitted by email to <u>teachPD@doe.state.nj.us</u>.

a. Reading Disabilities

Table 1: PD Requirements - Reading Disabilities

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
Reading Disabilities: Instruction on screening, intervention, accommodation, and use of technology for students with reading disabilities, including dyslexia, for certain teaching staff members	<i>N.J.S.A.</i> 18A:6-131	 General Education Teachers employed in K-3 Special Education and Basic Skills Teachers English as a Second Language Teachers Reading Specialists Learning Disabilities Teacher Consultants Speech-Language Specialists 	2 Hours Annually	<u>Decoding</u> <u>Dyslexia</u>

b. Prevention: Suicide, Substance Abuse, Harassment, Intimidation and Bullying

Table 2: PD Requirements - Prevention

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
Suicide Prevention : All teaching staff members must attend instruction in suicide prevention as part of an individual's PD requirement. While this is not an annual requirement for all teaching staff members, the district must ensure that it is made available annually to those who have not completed the requirement (e.g., new staff, staff who were absent during the last session).	N.J.S.A. 18A:6-112	 Teaching Staff Members (Similar to "school staff," a member of the professional staff of any board of education who holds a valid and effective standard, provisional or emergency certificate, including teachers, administrators, school nurse, and school athletic trainer. <i>N.J.S.A.</i> 18A:1-1.) 	2 Hours per 5 Years ¹	Instruction must be provided by a licensed health care professional with training and experience in mental health issues.
Harassment, Intimidation and Bullying: The district board of education is required to review the training needs of district staff for the effective implementation of the HIB policies, procedures, programs, and initiatives and to implement locally determined staff training programs.	<i>N.J.S.A.</i> 18A:37-17b and c., <i>N.J.A.C.</i> 6A:16-7.7	 Public School Teachers School Employees Volunteers with student contact Contracted service providers 	Training on District Policy: Annually; Training on prevention: 2 Hours per 5 Years ¹	<u>Keeping Our</u> <u>Kids Safe - HIB</u>
Recognition of Substance Abuse: In-service training program instruction for the identification of symptoms and behavioral patterns; appropriate intervention strategies; and the prevention, early intervention, treatment, and rehabilitation of individuals who show symptoms of substance abuse.	<i>N.J.S.A.</i> 18A:40A-15, <i>N.J.A.C.</i> 6A:16- 3.1(a)(4)	Public School Instructional Teachers	No Min. Req.; training must be reviewed/ updated annually	N/A

¹The language of the statute stipulates the required number of hours "per professional development period." The Department currently interprets this "professional development period" to be for five years, as this statute was passed prior to July 2013, when teachers were required to complete 100 hours of professional development every five years. Because the professional development cycle changed to a one-year cycle in July 2013, the Department recommends that, if not prescribed otherwise, teachers receive the required training in their first year of service and then at least every five years thereafter.

c. School Safety, Security and Code of Student Conduct

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
School Safety: In-service training program to enable employees to recognize and	<i>N.J.A.C.</i> 6A:16-5.1(d)	District Employees	Within 60 days of employment;	N/A

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
appropriately respond to safety and security concerns, including emergencies and crises, consistent with the district board of education's plans procedures and mechanisms for school safety and security.			Must be reviewed and updated annually	
Law Enforcement Operations: In-service training must be provided on policies and procedures established in the subchapter on law enforcement operations for substances, weapons and safety and the exchange of information regarding the practices of the education and law enforcement agencies.	<i>N.J.A.C.</i> 6A:16- 6.2(b)12	School Staff	Not specified	N/A
Mandatory Gang Awareness Training for School Administrators: Administrators in their initial year of employment must attend a seminar developed by the Office of the Attorney General and provided annually in each county on the topic of how to recognize signs of gang involvement or activity, or attend a seminar conducted by a public school district which is substantially equivalent.	<i>N.J.S.A.</i> 52:17B-4.7	School Administrators	During first year of employment as an administrator	<u>Keeping Our</u> <u>Kids Safe -</u> <u>Gangs</u>
Code of Student Conduct: District boards of education provide all employees training on the code of student conduct, including training on the prevention, intervention, and remediation of student conduct in violation of the board of education's code of student conduct.	<i>N.J.A.C.</i> 6A:16- 7.1(a)4	District Employees	Annually	<u>NI Regulations</u> <u>- Programs to</u> <u>Support</u> <u>Student</u> <u>Development</u>
Potentially Missing/Abused Children Reporting: Training on procedures for the early detection of missing, abused, or neglected children through notification of, reporting to, and cooperation with the appropriate law enforcement and child welfare authorities.	N.J.S.A. 18A:36-25, N.J.A.C. 6A:16-11	 Employees Volunteers Interns 	New employees as part of their orientation. Otherwise as determined by the district board of education.	<u>Keeping Our</u> <u>Kids Safe -</u> <u>Missing and</u> <u>Abused</u> <u>Children</u>
School Safety Teams: At least one PD opportunity in effective school climate improvement, practices, programs, or approaches.	<i>N.J.S.A.</i> 18A:37- 21(b) & (d)	• School Safety Team members (School safety team: school principal or designee, a teacher, an anti-bullying specialist, a parent of a current student, and any other discretionary members.)	N/A	N/A

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
School Safety Specialist: The superintendent in each school district must designate a school safety specialist. The school safety specialist must acquire certification through participating in the New Jersey School Safety Specialist Academy.	N.J.S.A. 18A:17-43.2 N.J.S.A. 18A:17-43.3	• The school administrator designated by the school district superintendent as the School Safety Specialist. Every school district must have a designated School Safety Specialist	Every School Safety Specialist must attain certification once appointed	<u>school.security</u> @doe.nj.gov
Incident Reporting of Violence, Vandalism and Alcohol and Other Drug Abuse: The chief school administrator must provide for the annual training of staff to prepare them to fulfill the reporting of weapons possession, violence, vandalism, alcohol, and drug abuse.	N.J.S.A. 18A:17-46, N.J.A.C. 6A:16-5.3 (d)2	• School Staff	Annually	Incident Reporting System on Homeroom

d. Health

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
Communicable Diseases: A medical inspector or nurse must lecture teachers concerning the methods employed to detect the first signs of communicable disease and the recognized measures for the promotion of health and the prevention of disease.	<i>N.J.S.A.</i> 18A:40-3, <i>N.J.A.C.</i> 6A:16- 2.3(b)(xv)	• Teachers	N/A	<u>Keeping Our</u> <u>Kids Safe -</u> <u>Communicable</u> <u>Diseases</u>
Use of Nebulizer : Certified school nurses or other persons authorized to administer asthma medication are required to receive training in airway management and on the use of nebulizers and inhalers consistent with nationally recognized standards.	N.J.S.A. 18A:40- 12.8(a), N.J.A.C. 6A:16- 2.3(b)2	School Nurse	Not specified	<u>NJ Regulations</u> <u>- Programs to</u> <u>Support</u> <u>Student</u> <u>Development</u>
Asthma: The Commissioner must assure that annual asthma education opportunities are made available for school physicians and all teaching staff. The NJ Pediatric and Adult Asthma Coalition produced education videos which support this requirement.	<i>N.J.S.A.</i> 18A:40-12.9	 Teaching Staff Medical Inspectors; School Physicians; 	Education opportunities available annually	Student confidentiality must be maintained.
Diabetic Student Health Plan: Training by the school nurse in the care of students with diabetes.	<i>N.J.S.A.</i> 18A:40- 12.13(d)	• Appropriate staff members including staff working with school-sponsored programs outside of the regular school day, as provided in the individualized health care	N/A	Student confidentiality must be maintained.

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
		plan and the individualized emergency health care plan.		<u>Diabetes Care</u> <u>in NJ Public</u> <u>Schools</u>
School Nurse Delegate for Glucagon: The school nurse or other qualified health care professional must train school district employees who volunteer to administer glucagon to a student with diabetes who is experiencing severe hypoglycemia when the school nurse is not physically present.	<i>N.J.S.A.</i> 18A:40- 12.14, <i>N.J.A.C.</i> 6A:16- 2.3(b)3vii	• Appropriate staff - Volunteers designated by the school's assigned nurse to administer glucagon when that nurse is not physically present	N/A	N/A
Training of Delegates for Epinephrine Administration: The certified school nurse in consultation with the board of education, or the chief school administrator of a nonpublic school, shall recruit and train volunteer designees who are determined acceptable candidates by the school nurse within each school building.	<i>N.J.S.A.</i> 18A:40- 12.6(c), <i>N.J.A.C.</i> 6A:16- 2.3(b)3vii	• Appropriate staff -	N/A	Epinephrine Training Protocols
General Student Needs Recognition: Training in human growth and development; substance abuse and dependency; and human and intercultural relations; and formal inclusion into each endorsement holder's PD plan.	<i>N.J.S.A.</i> 18A:40- 3.3(a), <i>N.J.A.C.</i> 6A:9B- 14.3(d) and 14.4(d)	School nurse endorsement holders	20 hours during the initial 3 years	The professional development requirements shall be incorporated into each endorsement holder's professional development plan.
Bloodborne Pathogens: Staff designated as at-risk of exposure under the district's Exposure Control Plan require training and schools must also identify students at risk of exposure due to occupational training programs and provide equivalent training.	<i>N.J.S.A.</i> 34:6A-25 et seq	School Staff	Annually	N/A
Alcohol, Tobacco, and Other Drug Prevention and Intervention: District boards of education must ensure all education staff members receive in-service training in	<i>N.J.S.A</i> . 18A:40A-3, 15,	Educational Staff Members	Annually	N/A

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
alcohol, tobacco, and other drug abuse prevention and intervention.	<i>N.J.A.C.</i> 6A:16- 3.1(a)4			
Career and Technical Education: Initial training on safety and health issues prior to working or participating in any career and technical education course or program.	<i>N.J.A.C.</i> 6A:19-6. 4(d)8	• All new CTE staff and students	Prior to prior to working or participating in CTE	N/A
CPR/AED Training Required ³ : All public and nonpublic schools must have individuals trained in CPR and AED use.	<i>N.J.S.A.</i> 18A:40-41a through 41c	 A designated staff member trained in CPR/AED must be present for athletic events or team practices Every school must have at least 5 school employees certified in CPR/AED as part of their action plan for responding to a sudden cardiac event 	N/A	<u>Janet's Law</u> FAQ.
Lyme Disease: Training of all teachers who instruct students with Lyme disease which emphasizes the special needs and problems of students with the disease, in order to provide information about how best to teach those students.	<i>N.J.S.A.</i> 18A:35-5.3	• Teachers of students with Lyme disease	Annually	Student confidentiality must be maintained. Lyme Disease Information (2009)
Epilepsy and Seizure Disorders (Paul's Law) ⁴ : Training of all staff in the care of students with epilepsy and seizure disorders, including staff working with school- sponsored programs outside of the regular school day.	<i>N.J.S.A.</i> 18A :40- 12.35(d)1, 2	 All staff Training must include a Department of Health approved on-line or in-person course of instruction provided by a nonprofit national organization 	N/A	Seizure Training for School Personnel; T.R.U.S.T. Seizure Recognition and First Aid

⁴The requirements of Paul's Law were included in March 2021.

e. Interscholastic Athletics

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
Interscholastic Athletic Head Injury Safety	N.J.S.A.	School Physicians	Complete an	Model Policy
Training Program: School physicians, any	18A:40-41.2	Athletic Trainers	interscholastic	for Concussions
person who coaches a public school district or		Coaches	athletic head	

March 2020

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
nonpublic school interscholastic sport or cheerleading program, and an athletic trainer involved in a public or nonpublic school interscholastic sports program or cheerleading program are required to complete training in head injury prevention and management.			injury safety training program Distribute fact sheet annually to every student- athlete and parent/guardian of student athlete	
School Physician Completion of Cardiac Assessment PD Module: A contract between a school district and a school physician shall include a statement of assurance that the school physician has completed the Student- Athlete Cardiac Screening professional development module. ³	<i>N.J.S.A.</i> 18A:40-1.1	School Physicians		<u>Keeping Our</u> <u>Kids Safe -</u> <u>Cardiac</u> <u>Assessment</u>
Student-Athlete Cardiac Assessment Professional Development Module: A physician, advanced practice nurse, or physician assistant who performs a student- athlete's annual physical examination prior to the student's participation in a school- sponsored interscholastic or intramural athletic team or squad must complete the Student-Athlete Cardiac Screening professional development module and certify on the Pre-participation Physical Evaluation form attesting to the completion of the module.	<i>N.J.S.A.</i> 18A:40-41d 18A:40-41.7	 Physicians Advanced Practice Nurses Physician's Assistants 	N/A ⁴	<u>Keeping Our</u> <u>Kids Safe -</u> <u>Cardiac</u> <u>Assessment</u>

⁴Although no timeline is provided in the statutes, it is recommended that the module be completed as necessary and if the module undergoes substantive changes.

f. Additional Professional Development Topics

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
Educator Evaluation: Training on the district's evaluation rubrics, policy, and procedures and any relevant educator practice instrument. Teachers new to the district require more thorough training.	NJ.S.A. 18A:6- 123(b)(10), N.J.A.C. 6A:10- 2.2(b)(1)	Teaching Staff Members	Annually	<u>AchieveN</u>]
Educator Evaluation: Training on the teacher and principal practice instruments for any supervisor who will conduct observations for the purpose of evaluation of teachers, principals, assistant principals, or vice principals.	<i>N.J.A.C.</i> 6A:10- 2.2(b)2,3	• Supervisors who conduct observations of teachers, principals, assistant principals or vice-principals for the purpose of evaluation	Before conducting any observations; refreshed annually	AchieveNI Resources
Ethics, Law, Governance, Harassment, Intimidation, and Bullying: A school leader shall complete training on issues of school ethics, school law, and school governance as part of the professional development for school leaders required pursuant to State Board of Education regulations. Information on the prevention of harassment, intimidation, and bullying shall also be included in the training.	<i>NJ.S.A.</i> 18A:26-8.2, <i>NJ.A.C.</i> 6A:9C- 4.3(a)5	 Active school leaders serving on a permanent or interim basis whose positions require possession of the supervisor, principal or chief school administrator endorsement 	Specific training needs of each school leader are to be reviewed annually	Met through the individual professional development planning process to ensure school leaders' knowledge of these topics remains up-to- date.
Bilingual Education Inservice Training: District boards of education must develop a plan for in-service training for bilingual, ESL, and mainstream teachers; administrators who supervise bilingual/ESL programs; and administrators and any personnel who observe and evaluate teachers of ELLs. The plan must include instructional strategies to help ELLs meet the CCCS and the WIDA English language development standards. All bilingual and ESL teachers must receive training in the use of the ESL curriculum.	<i>N.J.A.C.</i> 6A:15-1.8	 Bilingual and ESL teachers Mainstream teachers Administrators who supervise bilingual/ESL programs Administrators and any personnel who observe and evaluate teachers of ELLs 	Not specified	Office of Title I's annual Bilingual/ESL Supervisors' Training helps districts fulfill this require- ment.
Equity and Affirmative Action: District boards of education must provide training for all school personnel on a continuing basis to identify and resolve problems associated with the student achievement gap and other	<i>N.J.A.C.</i> 6A:7- 1.6	Certified/Non- certified staff	New staff within 1 st year. All staff on a continuing basis (as	Equality and Equity in Education Regulations

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
inequities arising from prejudice on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, religion, disability or socioeconomic status.			determined by district)	
Integrated Pest Management (IPM): The IPM coordinator must train school staff involved with the implementation of the school's IPM Policy and Plan on the components pertaining to their school environment.	<i>N.J.A.C.</i> 7:30-13.2(c)	• School staff involved with implementation of IPM plan	Not specified.	N/A
Integrated Pest Management: The school and the Integrated Pest Management coordinator are responsible for educating the school community about potential pest problems and methods used to manage them.	<i>N.J.A.C.</i> 7:30- 13.2(c)	 Teachers Staff Students Parents/Guardians 	Not specified	N/A
Special Education Training: A district receiving IDEA assistance must identify in its special education plan the in-service training needs for professional and paraprofessional staff who provide special education, general education or related services; insure that the in-service training is integrated to the maximum extent possible with other professional development activities; and provide for joint training activities of parents and special education, related services and general education personnel.	<i>N.J.A.C.</i> 6A:14- 1.2(b)14	Professional and paraprofessional staff who provide special education, general education or related services	In accordance with approved special education plan	N/A
Preschool Training: A district receiving Early Childhood Program Aid shall provide professional development and training specific to preschool education for all early childhood education administrators, teachers and teacher assistants.	<i>NJ.A.C.</i> 6A:13A- 3.1(c)8	• Early childhood education administrators, teachers and teacher assistants	In accordance with approved preschool education plan	N/A
Teacher Mentor Training: Mentors working with novice provisional teachers as part of the district mentoring program must complete a comprehensive mentor training program that includes, at a minimum, training program with a curriculum that includes, at a minimum, training on the school district's	<i>N.J.A.C.</i> 6A: 9C-5.2(a)7	Mentor teachers assigned to work 1-1 with novice provisional teachers	Before serving as a mentor	N/A

Statutory/Regulatory Guidance	Statute/	Recipients	Time	Notes
	Regulation	(As described in law)		
teaching evaluation rubric and practice instrument, Professional Standards for Teachers, CCCS, classroom observation skills, facilitating adult learning, and leading reflective conversations about teaching practice I&RS Referral: The function of the system of	N.J.A.C.	 Staff members who identify learning, 	N/A	N/A
intervention and referral services in each school building shall be to provide support, guidance and professional development to school staff who identify learning, behavior and health difficulties;	6A:16- 8.2(a)4	behavior and health difficulties through the I&RS process		
NJ SMART: The school district shall ensure that teachers, school administrators and central office supervisors receive training in NJ SMART and its data query resources.	<i>N.J.A.C.</i> 6A:13- 2.1(d)3	TeachersSchool administratorsCentral office supervisors	Not specified	N/A

Exhibit 7.8

New Jersey Schools Insurance Group Training course checklist for State-mandated topics

RFP Number: LC-2023-0001 School employee training services

Proposer:

Topic area	Required course name	Course provided? (yes/no)	If yes, proposer course name(s)
Reading disabilities			
Prevention	Reading disabilities		
	Suicide prevention		
	Harassment, intimidation and bullying		
	Recognition of substance abuse		
School safety, security and code of student conduct			
	School safety		
	Law enforcement operations		
	Mandatory gang awareness training for school administrators		
	Code of student conduct		

New Jersey Schools Insurance Group Training course checklist for State-mandated topics

Topic area	Required course name	Course provided? (yes/no)	If yes, proposer course name(s)
	Potentially missing/abused children reporting		
	School safety teams		
	School safety specialist		
	Incident reporting of violence, vandalism and alcohol and other drug abuse		
<u>Health</u>			
	Communicable diseases		
	Use of nebulizer		
	Asthma		
	Diabetic student health plan		
	School nurse delegate for glucagon		
	Training of delegates for epinephrine administration		
	General student needs recognition		
	Blood borne pathogens		
	Alcohol, tobacco, and other drug prevention and intervention		
	Career and technical education		
	CPR/AED training		
	Lyme disease		

Topic area	Required course name	Course provided? (yes/no)	If yes, proposer course name(s)
	Epilepsy and seizure disorders (Paul's Law)		
Interscholastic <u>athletics</u>			
	Interscholastic athletic head injury safety training program		
	School physician completion of cardiac assessment professional development module		
	Student-athlete cardiac assessment professional development module		
<u>Additional</u> <u>professional</u> <u>development topics</u>			
	Educator evaluation (for teaching staff members)		
	Educator evaluation (for supervisors)		
	Ethics, law, governance, harassment, intimidation, and bullying		
	Bilingual education in-service training Equity and affirmative action		

New Jersey Schools Insurance Group Training course checklist for State-mandated topics

Topic area	Required course name	Course provided? (yes/no)	If yes, proposer course name(s)
	Integrated pest management (IPM) (for school staff implementing IPM plan)		
	Integrated pest management (IPM) (for the school community)		
	Special education training Preschool training		
	Teacher mentor training		
	Intervention and referral services (I&RS) referral		
	NJ SMART		