

LAKEWOOD BOARD OF EDUCATION
REQUEST FOR PROPOSALS
Competitive Contracting

The LAKEWOOD Board of Education of LAKEWOOD, New Jersey, solicits proposals through the Competitive Contracting process for

Proposal No. **CC 11-2021**

Title of Proposal: **Consulting Services for RFP Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Grounds, Management and Food Services**

Proposal Due Date: **Wednesday, March 24, 2021**

NOTICE is hereby given that the Lakewood Board of Education is accepting sealed proposals for Consulting Services for Request for Proposal (hereafter RFP) Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Grounds, Management and Food Services until **10:00 a.m. on March 24, 2021**. Proposals should be submitted on the required forms, in a sealed container labeled **CC 11-2021/ RFP Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Management Grounds and Food Services** and delivered to the Office of the Assistant Business Administrator as provided below:

Lakewood School District
Attn: Mr. Kevin Campbell, Assistant Business Administrator
200 Ramsey Avenue
Lakewood, New Jersey 08701

The Board assumes no responsibility for proposals delayed, addressed improperly or misdirected.

Upon release of this Request for Proposals (RFP), all Proposer communications concerning this information request must be directed in writing no later than **4:00 p.m. on March 9, 2021** to the Assistant Business Administrator and or the Purchasing Manager, who are the only authorized contact persons for the RFP. Any contact with anyone other than the Assistant Business Administrator and or Purchasing Manager or lobbying regarding this RFP with any elected, appointed official or employee of the school district can and shall result in disqualification. Any oral communications shall be considered unofficial and non-binding on the School District. To request a copy of the RFP please contact:

Mr. Kevin Campbell
Assistant Business Administrator
Lakewood School District

200 Ramsey Avenue
Lakewood, New Jersey 08701
Phone: (732) 364-2400 ext.7019
Email: dpiasentini@lakewoodpiners.org

All interested Proposers must use and complete all forms and must comply with every requirement contained in the RFP.

Pursuant to N.J.S.A. 52:32-44 all proposals should be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue and Enterprise Services. The Proposer must include its own Business Registration Certificate no later than the time of contracting.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract shall be awarded to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The contract will be awarded in accordance with the Competitive Contracting provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. The Lakewood Board of Education reserves the right to waive any and all immaterial guidelines and requirements herein and to reject all Proposals in accordance with the Public School Contracts Law N.J.S.A. 18A:18A-22. All interested Proposers are required to comply with the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. No vendor who is listed on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Vendors shall be eligible to submit a proposal.

By Order of the Lakewood Board of Education,
Ocean County, New Jersey

Mr. Kevin Campbell, Assistant Business Administrator

A. Purpose of Request for Proposal: The purpose of this request for proposal is for the District to retain the services of a highly qualified consulting company (hereafter consultant and or proposer) who has the knowledge, experience and expertise in RFP Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Grounds, Management and Food Services to meet the District's goal of providing quality cost effective custodial, food services and management services to all constituent groups while maintaining a high level of services. The information provided herein is intended to assist interested consulting companies in the preparation of proposals necessary to properly respond to this RFP by providing interested consulting companies with sufficient information to submit proposals, meet minimum requirements, specifications and scope of work.

B. Procurement Method: Pursuant to 18A:18A-4.1K the Lakewood Board of Education has received permission from the Division of Local Government Services to utilize Competitive Contracting instead of competitive bidding for RFP Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Grounds, Management and Food Services. Accordingly, this procurement process is NOT a bid, but is an RFP. As such the District will award the contract to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The Board reserves the right to waive minor informalities in a proposal. However, proposals that contain one or more material defects shall be disqualified and given no further consideration.

C. Statement of Needs: The consultant will furnish all necessary resources, including but not limited to management, personnel, process, systems, support and materials provide RFP process management with inspection/contract monitoring/compliance service for custodial, maintenance, grounds, management and food services.

D. Timeline of Events:

Event	Date
Release RFP	March 2, 2021
Final Proposer Questions and or Exceptions Due	March 9, 2021
Proposal Responses Due/ Proposal Opening	March 24, 2021 by 10:00 a.m.
School Board Awards Contract	TBD
Proposer Starts Services	July 1, 2021

E. Acceptance of Proposals and Validity Period: The District reserves the right to reject all proposals under this RFP process in its discretion, including but not limited to the extent permitted pursuant to (N.J.S.A. 18A:18A-22 et seq.), to waive any minor informality and to award the contract to the company whose proposal is determined to be the most advantageous to the District, with price and all other factors considered. Submission of a Proposal shall signify the Proposer's agreement that its proposal and all contents thereof are valid for sixty (60) days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal response and this RFP shall become part of the contract between the District and the successful Proposer. Conditional or alternate Proposals shall not be accepted.

F. Submission of Proposals: The consultant's proposal must at a minimum provide sufficient details to meet the Specifications and Scope of Work of this RFP. Proposal modifications or corrections thereof received after the closing time specified will not be considered. The District is not liable for any errors or misinterpretations made by the proposer in responding to this RFP. The proposer shall be solely responsible for delivery of the proposals as specified in the RFP. The Board will bear no responsibility for delayed, addressed improperly or misdirected proposals or problems associated with third party carriers. All proposals should be submitted with one (1) complete original and one (1) copy and an electronic copy of the proposal on a flash drive or CD, in a sealed container and labeled CC 11-2021 RFP Process Management with Inspection/Contract Monitoring/Compliance Service for Custodial, Maintenance, Grounds, Management and Food Services. Be sure to include all the required proposal forms (A through F). All proposals submitted in response to this RFP must be submitted at the sole expense of the proposer, whether or not any agreement is signed as a result of this RFP. The proposer will pay all costs associated with the preparation of proposals and necessary visits to the District. Alternate proposals shall not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of this RFP and the scope of work and service to be provided.

The proposer is to provide pricing for both, Parts A and B. Parts A and B will be awarded to one consultant. The difference between Part A and Part B is as follows:

- Part A is for RFP Process Management for the Custodial, Maintenance, Grounds, Management Services and Food Services. Part A pricing is a one-time charge per RFP process, charged to the District when the District requires the consultant to manage a RFP process.
- Part B is an annual charge for On-Going Contract Monitoring and Compliance for Custodial, Maintenance, Grounds, Management Services and Food Services.

G. Specifications: The District is seeking to retain the services of a consultant the knowledge and expertise to provide custodial, maintenance, grounds, management and/or food service program RFP process expertise, inspection services, contract compliance/oversight and monitoring services as described in this RFP. The District will only accept proposals from proposers with a proven track record in K-12 custodial, maintenance, grounds, management and food services consulting. The following information is required of all proposers:

- Company profile, expertise and relevant experience.
- Name, address, contact name, and phone number of three (3) school districts for which you have performed consulting services for RFP process management for both Custodial, Maintenance, Grounds, Management and Food Services and then provided on-going contract monitoring services within the last three (3) years for both services. One of those districts must be a New Jersey K-12 school district and of similar size or greater than the Lakewood School District.
- Must provide detailed information on the roles, responsibilities, and expertise of each staff member the consultant will utilize in providing the services.
- The proposer must not have any ties to any outsourcing company nor done any work for one. If the proposer has any ties or performed work for any outsourcing company they will be disqualified.
- Must provide what is their approach to the services described in the Specifications and Scope of Work sections of this RFP, any unique benefits consultant offers the District and any other information consultant desires the District to consider in connection with consultant's proposal.
- Must provide detail as to how the consultant will provide services to meet the Specifications and the Scope of Work.
- Must provide information to assist the District in assessing consultant's, knowledge, demonstrated competence and experience in the following:
 - a. Custodial, maintenance, grounds, management and or food service RFP process management, including writing the RFP, compliance and knowledge of New Jersey Title 18A and USDA procurement laws/regulations, providing comparison of proposals/financials, facilitating the evaluation process, writing the evaluation committee recommendation report and providing the contract between the District and outsourcing company.
 - b. The consultant's knowledge of New Jersey state regulations and procurement laws as contained in Title 18A, the use of competitive contracting as defined in statutes of N.J.S.A. 40A:11-4 and 5:34-4.1, United States Department of Agriculture (USDA) and New Jersey State regulations regarding food services.
 - c. Custodial, maintenance, grounds, management and or food service inspections and on-going contract monitoring services of those contracts with management company
 - d. The consultant's knowledge of custodial, maintenance, grounds, management and or food service daily operations and functionality of those service programs and outsourcing companies.
- The contractor will submit with its proposal details of all fees and expenses for Part A and Part B to be charged for the Specifications and Scope of Work in this RFP. Fees must be all inclusive, no additional fees or charges will be allowed.

H. Scope of Work: The services and deliverables will include, at a minimum the processes, systems and methodologies for the District's custodial, maintenance, grounds, management and or food services departments for RFP process management, program inspection and monitoring services. This includes the following:

1. For Part A: Managing the RFP Process the proposer must include the following:

- a. Provide examples of the consultants understanding of Title 18A and the competitive contracting process, the statutes of N.J.S.A. 40A:11-4 and 5:34-4.1, United States Department of Agriculture (USDA) and New Jersey State regulations regarding food services.
 - b. What is the consultant's process? What does it include? Does it cover from discovery of needs to writing the RFP, writing the Evaluation Committee Report, to writing and finalizing the contract with the FSMC? How does the consultant go about doing this?
 - c. How will the consultant write the RFP including scope of work which will be in compliance with Title 18A, competitive contracting laws, USDA regulations and tailored to the District needs based upon their process of discovery of the District needs?
 - d. What will the consultant do to assure a competitive RFP process?
 - e. How will the consultant analyze and compare all proposals? What will be the output?
 - f. How will the consultant assist the District with the selection process of potential custodial, maintenance, grounds, management and or food service management company site manager?
 - g. Demonstrate your expertise in writing and negotiating contracts with an outsourcing company ensuring the protection of District interests.
 - h. Demonstrate your expertise and experience in working with school districts and custodial, maintenance, grounds, management and/or food service management companies to ensure a smooth transition from one contractor to another or from self-operated to outsourced.
2. For Part B: On-Going Contract Monitoring and Compliance the proposer must include the following:
- a. For custodial, maintenance, grounds and management services, at a minimum, the consulting company will completely inspect each of the District's schools and buildings at least three time a year. (August, December-January and April-June). A total of three (3) times and issue a written report for each of the inspections. Provide your methodologies as to how you will accomplish this and what are your inspection/observation systems and methodologies.
 - b. For food services, at a minimum, the consulting company will inspect/observe each of the District's school cafeterias at least twice a year. (October and February-March). A total of two (2) times and issue a written report for each of the inspection/observations. Provide your methodologies as to how you will accomplish this and what are your inspection/observation systems and methodologies.
 - c. Provide what are the deliverables the consultant will provide as to how the consultant will monitor the contract with a company to provide custodial, maintenance, grounds, management and or food services to the District?
 - d. Provide what are the deliverables the consultant will provide, as to how the consultant will ensure the custodial, maintenance, grounds, management and or food service management company will comply with terms of the contract regarding:
 - i. For custodial services: average wages, number of staff and staffing, background clearances, overtime usage and tracking, equipment purchases, quality of services, etc.? Provide your methodology as to how you will accomplish this.
 - ii. For food services: average wages, staffing, background clearances, food quality/specifications, speed of service, continual program improvement, monitoring the key metrics of the program, equipment purchases, etc.? Provide your methodology as to how you will accomplish this.
 - e. How will the consultant assess and monitor the District's satisfaction of the custodial, maintenance, grounds, management and/or food service management company services? How will the consultant monitor the custodial, maintenance, grounds, management and/or food service management company to measure the custodial, maintenance, grounds, management and/or food service management company's quality and compliance with regards to the Scope of Work of the District's contract with the custodial, maintenance, grounds, management and/or food service management company? Provide your methodologies as to how you will accomplish this.
 - f. How will the consultant ensure goals are being set on a regular basis for the custodial, maintenance, grounds, management and/or food service management company and the goals are being achieved? Provide your methodology as to how you will accomplish this.

- g. How will the consultant assess and monitor performance and effectiveness of contracted services to ensure the custodial, maintenance, grounds, management and/or food service management company operate pursuant to the contract and specifications?

I. Evaluation of Proposals: The Evaluation Committee intends to recommend the award of a contract to the School Board to the Proposer whose proposal is the most advantageous to the District, with price and other factors considered. Each area of the requirements should be addressed in detail in the proposal. The Evaluation Committee will determine if the Proposer has met these requirements via the evaluation criteria. The Board will determine who is awarded the contract based upon recommendation from the Evaluation Committee, the requirements in the RFP and Public School Contract Laws.

The criteria that will be considered in evaluating proposals are detailed in the following table. They are weighted based upon importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest. Points may be awarded in .50 increments. After the points are awarded by the evaluator the weighing factor will be applied and thus a total score will be arrived. Based upon that score, the Evaluation Committee will then recommend a Proposer to the Board of Education for the award of the contract. Each area of the evaluation should be addressed in detail in the proposal. The following are the criteria:

Criteria for Evaluating the Proposals	Weighting Factor	Points (5 is the highest)
1. Price: will be measured by what are the total fees and charges.	30%	1 to 5
2. Consultant’s capability and record of performance: will be measured by performance record, years consulting to K-12 school districts in custodial, maintenance, grounds, management and food services, relevant experience, knowledge of Title 18A, NJ procurement and USDA regulations, knowledge of how outsourcing management companies operate, number of districts served, client satisfaction and references of the consultant.	40%	1 to 5
3. Consultant ability to meet the Specification and Scope of Work to the RFP: will be evaluated on what are and how, the consultant will provide systems, processes, reporting systems and methodologies for: <ul style="list-style-type: none"> • Part A: Managing/overseeing the school district’s custodial, maintenance, grounds, management and or food service RFP process which will meet all the state and federal requirements pursuant to the Specifications and Scope of Work in this RFP. • Part B; On-Going Contract Monitoring and Compliance how will the consultant oversee/monitor the custodial, maintenance, grounds, management and or food service outsourced contract/s pursuant to the Scope of Work in this RFP. 	30%	1 to 5
<i>The criteria are weighed based upon its importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest. After the points are awarded by the evaluator, the weighing factor will be applied and thus a total score will be arrived at. The consultant that achieves the highest score by Administration will then recommend to the Board for the award of the contract.</i>		

J. The Contract and Its Award: The District will calculate price based upon the aggregate total of the five (5) years of Part B as the District may or may not utilize the consultant for the pricing of Part A - RFP process. The Proposer must submit its pricing on Proposal Form A – Pricing. Any contract awarded pursuant to this RFP will be awarded to a single Proposer or to none at all. Award will be made to the Proposer whose proposal best meets the evaluation criteria in this RFP, with price and other factors considered (N.J.A.C 5:34-4.3(d)). The District will consider whether the proposal complies with all the requirements in this RFP. There is no obligation on the part of the District to award a contract. The District may cancel this RFP, reject all proposals at any time prior to an award, for any of the reasons set forth in N.J.S.A 18A:18A-22. The final contract agreed to between the consultant and the District will contain a Termination for Convenience clause, stating that at any time after one (1) year, either party may terminate this Agreement at any time upon giving ninety (90) days' prior written notice to the other party.

K. Affirmative Action Certification: No contractor may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes in full, required regulatory text, which is included as Proposal Form D.

1. Goods and Services (including professional services) Contracts: The successful contractor will submit to the District, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
 - a) A photocopy of a valid letter that the Contractor is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
 - b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - c) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 12:17-4.

L. Americans with Disabilities Act of 1990: Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans with Disabilities language that is included as Proposal Form E of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the District harmless.

M. Statement Of Ownership: N.J.S.A. 52:25-24.2: Provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, a disclosure statement is provided. The Proposer shall submit a statement setting forth the names and addresses of all stockholders or partners in the corporation or partnership who own a ten (10%) percent or greater interest therein. *If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.* If none of these entities has individuals who own 10% or more of the entity, a disclosure statement for the entity should be completed certifying there are no such owners. The included Statement of Ownership form must be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

N. Proof of Business Registration, Sales and Use Tax: Pursuant to N.J.S.A. 52:32-44, the District (“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:

- a) 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.
- b) 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.
- c) 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>.

O. Non-Collusion Affidavit: The Affidavit will be properly executed and submitted with the Contractor's proposal.

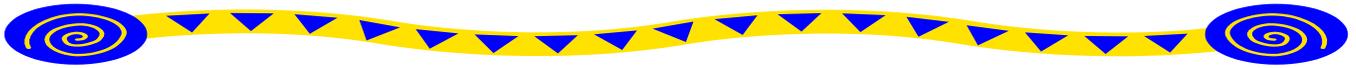
P. Political Contributions Disclosure Form ("Pay to Play"): In accordance with Chapter 271, New Jersey Laws of 2005, all vendors must submit with its proposal a list of political contributions, which are reportable and, made by the vendor during the preceding 12-month period. The District is prohibited from awarding a contract to a firm that has made reportable contribution under P.L. 1973, c.83 (N.J.S.A. 19:44A-1 et seq.) to a member of the District's Board of Education during the preceding one-year period. See Attachment A with Instructions.

Q. Disclosure Of Investment Activities In Iran: Pursuant to 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

R. Record Retention -Authority to review or contract records:

1. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OCS pursuant to N.J.S.A 52:15C-14(d).
2. As of November 15, 2010, all covered entities shall insert the following language in any new contract:
“(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Mr. Kevin Campbell
Assistant School Business Administrator/Board Secretary

Proposal Form A - Pricing

Description	Total Charge S
Charges for Part A Will Be for Each RFP Process and Is a One Time Charge for Each Process	
Part A – Custodial, Maintenance, Grounds Services – RFP Process Management	<i>Charge Per RFP Process</i>
Part A – Food Services – RFP Process Management	<i>Charge Per RFP Process</i>
Total for Each RFP Process	
Charges for Part B Will Be for Annual Reoccurring Annual Charges	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Sub Total Annual Charge for 2021-2022	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Sub Total Annual Charge for 2022-2023	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Sub Total Annual Charge for 2023-2024	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Sub Total Annual Charge for 2024-2025	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Annual Charge</i>
Sub Total Annual Charge for 2025-2026	
Part B – Custodial, Maintenance, Grounds Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Sub Total Annual Charges for Five Years</i>
Part B – Food Services - On-Going Contract Monitoring, Inspection and Compliance	<i>Sub Total Annual Charges for Five Years</i>
Total Annual Charges for Five Years	
Pricing above must be all inclusive as the District will not pay any additional charges.	
We, the undersigned company, certify that we have read and fully understand the attached Request for Proposal including any addendums issued. Our company meets all of the requirements specified.	
Authorized Signature	Address
Typed Name and Title	Phone Number
Company Name	Date
Email Address	

Proposal Form B
STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Lakewood School District 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 Lakewood School District to notify the Lakewood School District 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 Lakewood School District to declare any contract(s) resulting from this certification void and unenforceable.

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

Proposal Form C - Non-Collusion Affidavit

Company Name: _____

Address _____

City, State, Zip: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

who is the consultant making the proposal for the goods, services or public work specified under the Lakewood Public School District for Consulting Services for Custodial, Maintenance, Grounds & Management, Food Services RFP Process Management and Inspection/Contract Compliance and Monitoring Services, and that I executed the said proposal with full authority so to do; that said contactor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above indicated RFP, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that the Lakewood Public School District relies upon the trust of the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Sworn and subscribed to before me this _____ day of _____, 2021

Notary Public

My commission expires _____, 200

Proposal Form D – Certification of Affirmative Action (Informational)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Proposal Form D
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

The owner will, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner will* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

Signature

Date

Authorized Signature and Title

Date

Proposal Form F

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

PROPOSERS **MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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 or entity 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>. Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, 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 P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE 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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to
Bidder/Offeror _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature _____

Title _____ Date _____

Attachment A

C. 271 Political Contribution Disclosure Form

Contractor Instructions

Business entities (Contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that not later than 10 days prior to the award of such a contract, the Contractor will disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- Any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, will be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]

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

It is the Contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form or a content-consistent facsimile may be used as the Contractor’s submission and is disclosable to the public under the Open Public Records Act.

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

C. 271 Political Contribution Disclosure Form

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature
Title

Printed Name

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25

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

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #: 9, 10, & 30

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Barnegat Light Borough

Barnegat Township

Bay Head Borough

Beach Haven Borough

Beachwood Borough

Berkeley Township

Brick Township

Dover Township

Eagleswood Township

Harvey Cedars Borough

Island Heights Borough

Jackson Township

Lacey Township

Lakehurst Borough

Lakewood Township

Lavallette Borough

Little Egg Harbor Township

Long Beach Township

Manchester Township

Mantoloking Borough

Ocean Gate Borough

Ocean Township

Pine Beach Borough

Plumsted Township

Point Pleasant Beach Borough

Point Pleasant Borough

Seaside Heights Borough

Seaside Park Borough

Ship Bottom Borough

South Toms River Borough

Stafford Township

Surf City Borough

Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township

Bay Head Borough

Beach Haven Borough

Berkeley Township

Brick Township

Central Regional

Eagleswood Township

Island Heights Borough

Jackson Township

Lacey Township

Lakehurst Borough

Lakewood Township

Lavallette Borough

Little Egg Harbor Township

Long Beach Island

Manchester Township

Mantoloking

Ocean Gate Borough

Ocean Township

Pinelands Regional

Plumsted Township

Point Pleasant Beach Borough

Point Pleasant Borough

Seaside Heights Borough

Seaside Park Borough

Southern Regional

Stafford Township

Toms River Regional

Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1

Brick Township Fire District No. 2

Brick Township Fire District No. 3

Dover Township Fire District No. 1

Dover Township Fire District No. 2

Jackson Township Fire District No. 1

Jackson Township Fire District No. 2

Jackson Township Fire District No. 3

Jackson Township Fire District No. 4

Lakewood Township Fire District No. 1

Little Egg Harbor Township Fire District No. 1

Little Egg Harbor Township Fire District No. 2

Little Egg Harbor Township Fire District No. 3

Plumsted Township Fire District No. 1

Attachment B

New Jersey Business Registration Requirements (Informational)

Pursuant to N.J.S.A. 52:32-44, The School District (“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:

- a) 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.
- b) 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.
- c) 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 N.J.S.A. 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.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior