

HOWARD UNIVERSITY EDUCATIONAL EQUITY COLLEGE IN HIGH SCHOOL PROGRAM CERTIFICATIONS, REPRESENTATIONS, AND SPECIAL CONDITIONS

The certifications, representations, and conditions listed below will be contained in the resultant contract, if any. Firms submitting a proposal in response to this Request who are not prepared to accept any of the following provisions, or wish to include additional provisions in the Contract, are required to discuss with specificity (i) the provisions to which they take exception; (ii) the reasons for any such exceptions; (iii) and any substitute for (or additional) language regarding the provisions to which exception is taken. The District will evaluate any such exceptions, make such adjustments in the proposer's rating as it deems appropriate, and determine in its sole discretion whether to accept such exceptions and/or additional provisions. In any event, the terms contained in this Certifications, Representations and Special Conditions section will govern and take precedence over any other terms contained in any other contract that may be referenced as part of or incorporated into this contract.

I.1 REQUIRED DOCUMENTS

All vendors wishing to do business with Newark Public Schools must submit the following form(s):

- Business Registration Certificate (BRC) be registered with the State of New Jersey and provide proof of registration by attaching a copy of their Business Registration Certificate (BRC) issued by the State of NJ Division of Revenue.
 - If the Contractor is an IRS registered 501 (c) non-profit organizations and/or governmental agency, the contractor will be exempt from this requirement and therefore does not need to submit a Business Registration Certificate.
- Political Disclosure Form*
- Disclosure of Investment Activities in Iran
- Stockholders Disclosure Certification
- Employee Information Certificate - AA 502
- W-9, Request for Taxpayer Identification Number and Certification

It is recommended that all required forms are completed upon inception of any business agreement under this solicitation. Failure to submit the required forms, when applicable dollar values are reached, may result in an interruption of services.

* BRC required on all services over \$6,000.

** Political Disclosure Form required on all services over \$17,500

I.2 Award of Agreement/Contract

I.2.1 Vendors - It is the preference of the District to award this project to one (1) or more vendors. However, the District reserves the option to delete certain portions of the work effort and award them to (a) firms(s) which demonstrate(s) unique expertise in these areas.

I.2.2 Cost and Fees - Prices should include all of your costs. Ancillary cost, such as travel, indirect cost, and materials are included to vendors proposed fee.

Professional Development - If professional development is provided it must be included in the full package. Any materials offered through this contract must support the professional development services provided. Such materials must be proprietary, licensed, and/or copyrighted to your organization and be included as a part of your professional development session(s).

Travel- The proposal cost submitted by respondents shall include any or all cost pertaining to travel to and from any site where the services are to be performed. The Newark Public School District will not pay any costs for travel. Travel time is not to be charged on any hourly or service rate. Travel time to and from the site of service is to be borne by the respondent.

I.3 Cost Liability – Contractor agrees that the Newark Public Schools assumes no responsibility and has no liability for any costs incurred by bidders prior to issuance of an agreement, contract, or purchase order. Contractor also agrees that the Newark Public Schools is not responsible for services performed without an authorized purchase order and that only the issuance of a duly issued purchase order from the Newark Public Schools authorizes the performance of services. Further, the Newark Public Schools is under no obligation to pay for any services that exceed the amount of funds authorized on its purchase order, or the total amount specified in the Contract, without written approval from the District’s Director of Support Services and/or the State District Superintendent. It is expressly understood by Contractor that any services performed without a duly issued purchase order authorized by the Newark Public Schools will be considered gratis and the services will be considered to have been performed free of charge for the District.

I.4 Billing Records - Pursuant to N.J.A.C. 17:27-9.1(d), the contractor shall maintain all documentation related to products, transactions and services under this contract for a period of five year from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Invoices should be directed to the Newark Public Schools, 12 Cedar Street, Near, NJ, 07102. Attn: Accounts Payable Department. The signed voucher must accompany all requests for payments.

I.5 INSURANCE REQUIREMENTS

I.5.1 Workers' Compensation Insurance - The County personnel assigned to this project by the Contractor shall be deemed to be employees, agents and representatives of the Contractor for any and all purposes. The Contractor agrees to maintain Workers' Compensation Insurance for all employees of the Contractor working on the District's premises. The Contractor shall during the course of performance of the Contract maintain such insurance that will protect the District from any and all claims and liabilities for damages for personal injury. The Contractor agrees to provide the District with appropriate insurance certificates evidencing such insurance immediately after execution of the Contract and prior to starting work. Except in instances where immediate medical attention is required, if any employee, agent and/or representative of Contractor becomes injured while on District property, Contractor agrees that said employee, agent or representative must contact the Contractor for instruction with regard to Workers Compensation procedures and that Contractor will not look to the District for any costs associated with Workers Compensation claims.

I.5.2 Commercial Insurance - The Contractor shall procure and maintain for the duration of the contract commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by the contractor, his agents representatives, employees or subcontractors. Prior to commencing work under this contract, the Contractor shall provide the Newark Public Schools with a Certificate of Insurance. The Certificate of Insurance is to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificate of Insurance shall be delivered to the District’s Director of Business Services and approved by the District’s Risk Manager, before work under the contract commences.

Prior to the start of work, the Contractor (and if applicable the sub-contractor) must submit a Certificate of Insurance as evidence that the following insurance coverage's are in place for the duration of the contract. The Contractor will secure the required insurance at their expense. The Certificate of Insurance must contain the following information: Name of Insurance Company, insurance policy number, policy period, limits of liability, deductibles if any.

The Newark Public Schools is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. Comprehensive General Liability Insurance including Completed Operations Coverage, covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than \$1,000,000 Combined Single Limit.
- B. Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey and as indicated in 05.1
- C. Commercial Automobile Liability Insurance, with limits of liability not less than \$1,000,000 Combined Single Limit

I.6 Termination of the Contract - at any time after the execution of the Contract between the District and the Contractor, the District may terminate the service provided by Contractor without penalty. The Contractor shall be notified by the District in writing via certified or registered mail, return receipt requested, of any partial or complete termination of the Contract. Accordingly, the Contractor's services shall be halted ten (10) days after actual receipt of notice and the Contract will be terminated in accordance with the District's notice. In such event, all documents prepared by the Contractor under the Contract, finished or unfinished, shall become the property of the District, and the Contractor shall be entitled to be paid for the work done up until the date of termination.

I.7 New Jersey Law - The Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

I.8 Criminal History Background Check - The Contractor shall provide proof to the District that each worker(s), subcontractor(s), agent(s) and representative(s) assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Contractor.

If it is discovered during the course of the Contract that an employee(s), worker(s), subcontractor(s), agent(s) and representative(s) is working at a contract school location with either a disqualifying criminal history record information or no criminal history background check, said

employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the District or discovery by the Contractor shall constitute a material breach of contract. Prior of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall be provided to the District by the Contractor prior to assignment and commencement of work of each employee.

I.9 Code of Conduct on District Property - All contractor employees must have identification prominently displayed at all times. Upon each visit, employee must report to register with security upon entering location(s). Employee must also sign out upon leaving the location(s). Contractor agrees that all employees, agents or representatives assigned to a project school location will adhere to and comply with the District's Code of Conduct including the rules of professional and ethical conduct as set forth in the District's written policies, procedures and standards of care and protocols of the District. The District reserves the right to require a Contractor to withdraw any employee, agent or representative from the school location in circumstances where:

- a. The employee, agent or representative's behavior is unacceptable to the District; and/or
- b. The employee, agent or representative's conduct violates District policy; and/or
- c. The employee, agent or representative's conduct is disruptive to the District's operations or the learning environment.

The Contractor agrees that the District reserves the right to exclude any Contractor employee, agent or representative from its premises whose performance, conduct or state of health poses a threat or disruption to District staff or students. In the event of such action, Contractor agrees to provide full cooperation in removing the individual and replacing the individual with another acceptable employee if necessary.

I.10 Subcontracting - The firm(s) selected will not be permitted to subcontract any work required as part of this engagement, unless prior written authorization is obtained from the District. The Contractor submits that all subcontracting firms selected are free of conflicts under the education laws of New Jersey. If any conflict exists which would disqualify a subcontractor, the Contractor agrees to save and hold the District harmless in any action stemming from such conflict.

I.11 Confidentiality - Both parties and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Contractor to any unauthorized person or third party shall entitle NPS to seek any remedies available to NPS at law or in equity and to terminate any services or agreement for services immediately.

I.12 Indemnification - In addition to any liability or obligation to the District that may exist under any other provision of this Contract or by statute or otherwise, the Contractor shall be liable to and hereby agrees to indemnify, save and hold harmless the District from and against any and all

damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, which the District may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by the Contractor or of an adverse determination of any claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this Contract and the work performed under this Contract including but not limited to the following:

- a. Any negligence or willful misconduct of the Contractor, its agents, servants, employees, officers, partners, consultants or subcontractors or
- b. Any infringement of any claims copyright or patent right of reports, designs, plans, drawings or specifications furnished by the Contractor or subcontractors.
- c. This indemnification or obligation is not limited by, but is in addition to the insurance obligations contained in this contract, including but not limited to section I.5.1 and I.5.2.

I.13 Disputes - In the event of a dispute arising under the Contract, the Contractor, within thirty (30) days after such dispute shall have arisen, shall notify the District in writing of its contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises before performance of the related services, the written notice shall be submitted prior to commencing such services. In any event, the Contractor shall proceed with its duties under the Contract in compliance with the instructions of the District, but such compliance shall not be deemed to be a waiver of the Contractor's right to pursue its claim, provided it has notified the District in writing as provided above.

I.14 Force Majeure - Neither party shall be responsible for any failure or delay in the performance of any obligation caused by acts of God, flood, fire, war or the public enemy, explosions, governmental regulations whether or not valid, court order or other unavoidable causes beyond their reasonable control. In the occurrence of such unforeseeable event(s), the contractor is obligated to provide written notification to the Director of Essex County, New York, as soon as possible.

I.15 Ownership of Material - The District, or its representative, shall have access to the Contractor's work papers at reasonable times during the contract period. The availability of work papers and documentation should be made reasonably available at the District's request. Ownership of all data, material, and documentation (excluding work papers) originated and prepared for the District pursuant to this RFP shall belong exclusively to the District.

I.16 Confidentiality and Ownership - All information and data gained from review of the District's operations or interviews with the District's personnel shall be deemed confidential. The Contractor shall keep such data confidential and agrees not to make use of such data other than for its performance under the Contract. The Contractor shall not divulge to any third party any of the proceedings without the prior written consent of the District. The Contractor's obligations to maintain confidentiality shall survive any termination, cancellation or completed performance of the Contract.

All documents prepared or assembled by the Contractor under the Contract are confidential and proprietary information of the District and the Contractor agrees that they shall not be made available

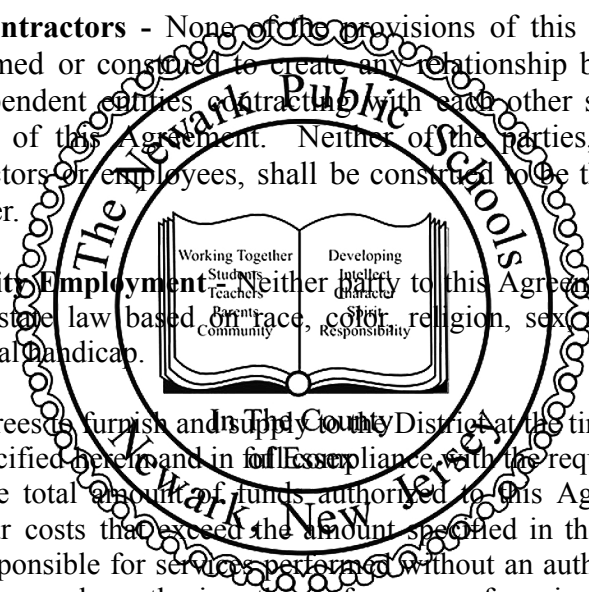
to any individual or organization without the prior written approval of the District.

I.17 Entire Agreement - The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.

I.18 Notices - All notices, copies of notices or other communications required or permitted hereunder shall be written and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by telecopy accompanied by simultaneous mailing by first-class mail, addressed to the parties at their registered addresses as follows:

I.19 Independent Contractors - None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting with each other solely for the purposes of effecting the provisions of this Agreement. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

I.20 Equal Opportunity Employment - Neither party to this Agreement will discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.



The Contractor hereby agrees to furnish and supply County District at the time or times and at the place or places specified herein and in full compliance with the requirements identified. Under no circumstances will the total amount of funds authorized to this Agreement be exceeded. The Contractor shall not incur costs that exceed the amount specified in the Agreement. The Newark Public Schools is not responsible for services performed without an authorized purchase order, and only the issuance a purchase order authorizes the performance of services. The District is under no obligation to pay for services that exceed the amount of funds authorized on its purchase order, or the total amount specified in the Agreement without written approval from the School Business Administrator and/ or the District Superintendent.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed by the Contractor's authorized officer.

HOWARD UNIVERSITY

By: _____
SIGNATURE OF AUTHORIZED OFFICER

Print Name: _____

Title: _____

Date: _____