

REQUEST FOR PROPOSALS

FOR

LDTG SERVICES

RESPONSE TO BE RECEIVED NO LATER THAN 10:00 AM

ON

AUGUST 5, 2011

ATTENTION OF:

SCHOOL BUSINESS ADMINISTRATOR

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION

900 HOPE ROAD

TINTON FALLS, NJ 07712

SUBMIT ONE (1) ORIGINAL RESPONSE

OF ONLY REQUIRED DOCUMENTS

SECTION 1: INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

Pursuant to *N.J.S.A. 18A:18A-4.1*, the Monmouth-Ocean Educational Services Commission (hereinafter "Commission") is soliciting Proposal Statements for multiple contracts, as posted at moesc.org, from interested persons and/or firms for the provision of LDTC services, as more particularly described at Exhibits "A" and "B" covering public and non-public schools, which professional services are exempt from bidding pursuant to *N.J.S.A. 18A:18A-2h*. Through the Request for Proposal process described herein, persons and/or firms interested in assisting the Commission with the provision of such services must prepare and submit a Proposal Statement in accordance with the procedure and schedule in this RFP. The Commission will review Proposal Statements only from those firms or individuals that submit a Proposal Statement which includes all the information required to be included as described herein (in the sole judgment of the Commission).

The Commission intends to accept proposals from person(s) and/or firm(s) that:

- (a) Possess the professional, financial and administrative capabilities to provide the proposed services, and
- (b) Will agree to work under the terms and conditions of the attached Contract;
- (c) Provide the greatest benefit to the students to be served by the LDTC consultants.

1.2 Procurement Process and Schedule

The Commission has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal Statement in response to the request and will be evaluated in accordance with the criteria set forth in Section 2 of this RFP. The Commission's objective in soliciting Proposal Statements is to enable it to select a firm, organization or individual that will provide high quality and cost effective services to the students. The Commission will consider Proposal Statements only from firms, organizations or individuals that, in the Commission's judgment, demonstrate the capability and willingness to provide high quality services to the students in the manner described in this RFP.

Proposal Statements will be reviewed by the Commission and its legal advisors. Proposals will be evaluated by the Commission on the basis of the most advantageous submission, all relevant factors considered. The evaluation will consider:

- Proper licensing.
- Experience and reputation in the field.
- Familiarity with the Commission and knowledge about the subject matter addressed under the contract.

- Availability to accommodate the service requests of Public and Non-Public Schools.
- The contract amount to be charged for the services.
- Thoroughness and completeness of the respondent's submittal.
- The degree of Respondent's acceptance of the attached Agreement. (See Appendix "C").

The Proposal Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP and its Exhibits "A" and "B". Based upon the totality of the information contained in the Proposal Statement, including information about the reputation and experience of each Respondent, the Commission will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the Commission) will be designated as a Proposed Respondent and will be given the opportunity to participate in the selection process determined by the Commission.

The RFP process commences with the issuance of this RFP. The steps involved in the process are found on the Procurement Schedule. The Commission reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the designated contact person, in writing.

Designated Contact Person: Mrs. Stacy Costa

Proposal Statements must be submitted to Mrs. Kathleen Mandeville and be received by the Commission, via mail or hand delivery, by 10:00 AM Prevailing Time on August 5, 2011.

TABLE 1 ANTICIPATED PROCUREMENT SCHEDULE

Issuance of Request for Proposals

Receipt of Proposal Statements

Opening of Proposals

Analysis of Proposals

Commission Review

Designation of Proposed Respondents deemed necessary or appropriate by the Commission.

Section 1.3 Conditions Applicable to RFP

Upon submission of a Proposed Statement in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposed Statement:

The Commission reserves the right to reject for any reason any and all responses and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.

The Commission reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a proposal Statement that is not responsive to the requirements of this RFP.

The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

All Proposal Statements shall become the property of the Commission and will not be returned.

All Proposal Statements will be made available to the public at the appropriate time, as determined by the Commission (in the exercise of its sole discretion) in accordance with law.

The Commission may request Respondents to send representatives to the Commission for interviews.

- Any and all Proposal Statements not received by the Commission by August 5, 2011, 10:00 AM Prevailing Time will be set aside and not processed at that time. They will only be considered should the Commission determine, in its sole judgment, that it has received an insufficient number of respondents. In such case they will be considered responses to an additional round of RFP solicitation.

Neither the Commission, nor their respective staffs, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal Statement or for participating in this procurement process.

Section 1.4 Rights of Commission

The Commission reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.

To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.

To waive any technical nonconformance with the terms of this RFP.

To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.

To conduct investigations of any or all of the Respondents, as the Commission deems necessary or convenient, to clarify the information provided as part of the Proposal Statement and to request additional information to support the information included in any Proposal Statement.

To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Commission may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Commission shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the Commission may issue addenda, amendments or answers to written inquiries via the Commission web site. Those addenda will be noticed by the Commission and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

1.6 Cost of Proposal Preparation

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Commission, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal Statement or other information required by the RFP.

1.7 Proposal Format

Responses should cover all information requested in the Letters of Proposal and Intent. (See Appendixes "A" and "B").

Responses which in the judgment of the Commission fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.8 Term

The Services will be provided subject to the attached one year Agreement. The Commission reserves the right to exercise any renewal thereafter.

The length of term for the attached Agreement is for the period of August 11, 2011 to June 30, 2012.

The locations for services are dependent on requests for services by public and non-public schools and will be determined by the Commission subject to your proposal/response..

1.9 Legal Compliance

A proposal will not be a valid proposal and will not be read unless the following items are included in the proposal documents:

- 1.9.1 Statement of Ownership (*N.J.S.A. 52:24.2*). (Form is provided at Appendix D).
- 1.9.2 Non-Collusion Affidavit (*N.J.S.A. 52:34-15*). (Form is provided at Appendix D).
- 1.9.3 Affirmative Action Certification (See Appendix D) (Also described in Agreement at Appendix C).

Submit compliance by returning executed Affirmative Action Disclosure from Appendix D and executed Agreement without alteration to affirmative action provisions.

- 1.9.4 Business Registration Certificate (*N.J.S.A. 52:32-44*). (Form to be provided by Respondent.)
- 1.9.5 Political Contributions Disclosure Form pursuant to New Jersey Local Unit Pay to Play Law (*N.J.S.A. 44A:20.26*). (Form is provided at Appendix D).
- 1.9.6 Executed (properly signed by Respondent) Agreement. (Appendix C).
- 1.9.7 Copy of your business correspondence with letterhead.

1.10 Procedure for Payment

The Contractor shall submit an invoice and Verification of Hours Form to the designated Coordinator for review and corroboration of verification. The Contractor signed forms are provided to the Staff Specialist who prepares the Purchase Order. The Staff Specialist then sends the Purchase Order, invoice, and Verification Form to the Business Office for payment processing. When the Contractor receives the Requisition Copy (green) from Accounts Payable, all completed Purchase Orders, invoices, and Verification Forms are filed with the designated Coordinator's office. Payment shall be issued each month on scheduled Board of Director's meeting dates. A supplemental payment may be issued approximately two weeks after the Board meeting date. Payment schedule may vary depending on holidays and Commission closures.

2.2 Other Duties as may be Required by Law, Commission or School (See Exhibits "A" and "B").

2.3 Agreement Terms and Conditions (See Appendix "C").

SECTION 3 : SUBMISSION REQUIREMENTS

Section 3.1 General Requirements

The Proposal Statement submitted by the Respondent must meet or exceed the professional, administrative and financial requirements set forth in this Section and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Section 3.2 Administrative Information Requirements

The Respondent shall, as part of its Proposal Statement, provide the following information:

1. An executed Letter of Proposal (See Appendix A). Please be sure to include: name, address and telephone number of the Respondent submitting the Proposal Statement pursuant to this RFP.
2. An executed Letter of Intent (See Appendix B).
3. An executed (signed) copy of the attached Agreement. (Appendix C).
4. Please provide copies of all appropriate federal and state licenses to perform activities, or indicate that you provided contractor services during the 2010-11 fiscal year and licenses are on file.
5. Any judgments, claims or suits pending or outstanding against Respondent and a written explanation of such.
6. Evidence of the successful completion of the legally required Criminal History Review (fingerprints & application authorization and certification form).
7. Provide Certificate of Insurance of Professional Liability coverage in the amount required in the Agreement, naming the Commission as additional insured.
8. The legally required documents to be submitted (See Section 1.9 hereof).

SECTION 4 : INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Proposal Statements.

Respondents must submit an original copy of their Proposal Statement to:

Mrs. Kathleen Mandeville, School Business Administrator, 900 Hope Road, Tinton Falls, NJ 07724

Proposal Statements must be received by the Commission no later than 10:00 AM prevailing time on Friday, August 5, 2011, and must be mailed or hand delivered. Proposal Statements forwarded by facsimile or email will not be accepted. Proposal statements received after this time will not be

considered at that time. The Commission will not bear responsibility for delays in delivery for any reason.

To be responsive, Proposal Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposal Statements and all related information must be bound or otherwise attached, and signed and acknowledged by the Respondent.

SECTION 5 : THE EVALUATION OF THE REQUESTS FOR PROPOSAL

5.1 Mandatory Submissions

1. Proper Licensing
2. Fees for services equal to or less than the rate shown on the rate sheet attached as Appendix "E".

Weighted Criteria

1. Previous experience in providing the services and/or education and degrees (25%)
2. Availability to accommodate the service requests of public and non-public schools (25%)
3. Satisfaction of terms and conditions of Request for Proposals and degree of acceptance of the terms and conditions of the Agreement (25%)
4. Other existing or proposed contracts where you are using your license during the past two years or the contract year described herein (25%)

5.2 The Evaluation Committee

1. Timothy Nogueira, Superintendent of Schools
2. Kathleen Mandeville, School Business Administrator/Board Secretary
3. Stacy Costa, Director of Special Services
4. Bruce Quinn, Project Administrator

EXHIBIT A

**SCOPE OF SERVICES
NON-PUBLIC**

Learning Disabilities Teaching Consultant

It is the intent of the Commission to solicit Proposal Statements from Respondents that have expertise in the provision of Evaluation and determination of Eligibility Services for our Non-Public School students. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Required Services:

1. The contractor shall provide a comprehensive basic child study team evaluation of all children determined to be in need of such evaluation as defined in *N.J.A.C. 6A:14-3.4*. (Items may be modified to reflect any code changes or waiver approvals.)
2. The contractor shall provide to parents of pupils or adult students referred for child study team evaluation, in writing, a description of the procedure that may be used during the evaluation and a copy of the student's and parent's rights (as set forth in *N.J.A.C. 6A:14-2.1*, and *6A:14-2.3*).
3. The basic child study team shall provide services to pupils who are in attendance in school and at the student's school (as set forth in *N.J.A.C. 6A:14-3.1(b)*).
4. The Service Plan team, at the interpretive Service Plan conference, pursuant to *N.J.A.C. 6A:14-2.3(i)*, will determine pupil eligibility for special education services and will classify each pupil found to be educationally handicapped per *N.J.A.C. 6A:14-3.5*.
5. Service Plan team members will determine student's continuing eligibility for Special Education Services through the Re-evaluation process per *N.J.A.C. 6A:14-3.8*.
6. In addition to the basic child study team personnel, the contractor shall recommend to the Commission the evaluative specialist indicated under *N.J.A.C. 6A:14-3.5* when any of such services are recommended by the team during its testing. The following represents an example of disabilities categories which may require evaluation by specialists:
 - a. Auditorily Impaired (Audiologist and Speech/Language Specialist) *N.J.A.C. 6A:14-3.5(c)1*
 - b. Communication Impaired (Speech/Language Specialist) *N.J.A.C. 6A:14-3.5(c) 4*
 - c. Autistic (Neurologist) *N.J.A.C. 6A:14-3.5(c) 4*

The above items may be modified to reflect any code changes or waiver approvals. The contractor shall include evaluations by specialists for all categories which require such evaluations pursuant to *N.J.A.C. 6A:14-3.5(c)*.

7. The contractor will develop a Service Plan ("SP") for each classified child at a meeting which will include the Child Study Team, one or both parents or the child's legally appointed guardian, the child teacher(s), and the student, when appropriate. The Service Plan, program and format, will conform with the requirements of *N.J.A.C. 6A:14-3.7*.

8. The contractor will provide three (3) copies of the Service Plan for each pupil. One (1) of these will be given to the non-public school administrator, one (1) to the parents, and the original documents will be provided to the Commission.

9. When an evaluation is completed and does not result in classification, the parent and the school administrator will be notified in writing by the contractor of the determination of the team and its recommendations as set forth in *N.J.A.C. 6A:14-3.4(f)*.

10. Each evaluation shall, to the extent feasible, be carried out in the pupil's native language.

11. When children are found to need other services provided through Chapters 192 and 193, Laws of 1977, relevant data will be reported to the Commission.

12. All cases referred to the contractor shall be completed within the mandated time as noted in *N.J.A.C. 6A:14*.

13. The contractor shall have access to and the Commission shall make available copies of all previous evaluations when requested and deemed necessary in the performance of contractor's services.

14. Upon award by the Commission, the contractor agrees to provide the annual review of the Service Plan for each classified child, in consultation with the teacher(s) and parent(s), in compliance with New Jersey law. The contractor agrees to do all the aforesaid annual evaluations as set forth in *N.J.A.C. 6A:14-3.7(h)*. The contractor shall identify all students whose original evaluations were completed by contractor and are in need of Annual Review of their Service Plan. Three (3) copies will be given, one (1) to the non-public school administrator, one (1) to the parent, and the original to the Commission.

15. Any agreement with the contractor is contingent upon funding under provisions of Chapters 192 and 193, Laws of 1977, of the State of New Jersey.

16. All necessary input documents, funding forms and service slips will be made available by the Commission but provided and collected to school staff by the contractor.

17. All contractors and professional personnel employed by contractor shall possess appropriate New Jersey certification.

18. The contractor shall provide the Commission with copies of certifications of all child study team members providing services under the Contract.

19. The contractor will monitor and supervise all reports and Service Plans of its staff prior to submission to the Commission.

20. The contractor will monitor and supervise the writing of all reports by their staff prior to submission to the District and schools.

21. The contractor will provide a detailed description of policies and procedures of their testing and evaluation programs upon request.

22. The contractor will be approved by the Commissioner of Education for the delivery of services set forth in these specifications.

23. For the purposes of payment, a case shall be considered completed even if the evaluation cannot be finished because the student transfers out of the district, illness, or any reason not attributable to the contract.

EXHIBIT B

**SCOPE OF SERVICES
PUBLIC SCHOOL**

Learning Disabilities Teaching Consultant

It is the intent of the Commission to solicit Proposal Statements from Respondents that have expertise in the provision of Evaluation and determination of Child Study Team Evaluation Services. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Required Services:

Certified Learning Disabilities Teaching/Consultant to complete Educational Evaluations.

Certified Learning Disabilities Teaching/Consultant/Bilingual to complete Bilingual Educational Evaluations.

All protocols and testing materials will be supplied by the contractor.

Contractor will provide three copies of the assessment, one (1) to the public school, one (1) to the parent, and one (1) to the Commission.

When working on a per diem basis in the public school setting, the contractor agrees to comply with the requirements of the District and *N.J.A.C. 6A:14*.

APPENDIX A

LETTER OF PROPOSAL

(Note: To be completed on Respondent’s Letterhead or attached to Respondent’s Letterhead. No modifications may be made to this letter)

(Date)

Monmouth-Ocean Educational Services Commission (MOESC)
900 Hope Road
Tinton Falls, New Jersey 07712

Attn: Mrs. Kathleen Mandeville

Dear Mrs. Mandeville:

The undersigned has/have reviewed my/our Proposal Statement submitted in response to the Request for Proposals and its Exhibits “A” and “B” (RFP) issued by the Monmouth Ocean Educational Services Commission (“Commission”) dated July 26, 2011 in connection with the Provider of LDTC services as described at Exhibits “A” and “B”.

I/We affirm that the contents of my/our Proposal Statement (which Proposal Statement is incorporated herein by reference) is accurate, factual and complete to the best of my/our knowledge and belief and that the Proposal Statement is submitted in good faith upon express understanding that any false statement may result in our/my disqualification.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer or Individual) (Dated)

(Name and Title)

(Name and Title of Individuals)

(Name of Firm)

(Address)

* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Proposal.

APPENDIX B

LETTER OF INTENT

(Note: To be completed on Respondent's Letterhead or attached to Respondent's Letterhead. No modifications may be made to this letter.)

(Date)

Monmouth-Ocean Educational Services Commission (MOESC)
900 Hope Road
Tinton Falls, New Jersey 07712
Attn: Mrs. Kathleen Mandeville

Dear Mrs. Mandeville:

The undersigned, as Respondent (hereinafter the "Respondent"), has submitted the attached Proposal Statement in response to a Request for Proposals ("RFP"), issued by the Monmouth Ocean Educational Services Commission ("Commission"), dated July 26, 2011, in connection with the LDTC Services required as described in Exhibits "A" and "B" and agrees to the RFP and the attached Agreement's terms and conditions.

RESPONDENT HEREBY REPRESENTS TO THE COMMISSION:

1. The Proposal Statement contains accurate, factual and complete information.
2. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Commission's procurement schedule and Agreement as attached.
3. Respondent acknowledges that all costs incurred by me, them or it in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Respondent hereby declares that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Commission.

5. Respondent declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Respondent acknowledges and agrees that the Commission may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Commission shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. Respondent acknowledges that the executed Agreement (Appendix C) to be submitted with respect to the provision of LDTC services includes Respondent's required adherence to all applicable affirmative action and similar laws. Respondent hereby agrees to take any such actions as are required in order to comply with such applicable laws.

8. Respondent submits the fees as per the schedule from Appendix "E" fixed for the 2011-2012 school year in response to this Request for Proposal beginning August 1, 2011 until June 30, 2012. (Please attach a completed Appendix "E" hereto.)

9. I read the Request for Proposal and its Exhibits "A" and "B" and Agreement and I am able to fully comply with its terms and conditions.

-or-

I read the Agreement and the only conditions with which I do not fully comply are: _____

10. I have reviewed the needs included in this RFP per the attached list (Appendix F) in this RFP and prefer the following locations: _____

_____ and do not prefer the following locations: _____

11. I list hereafter my other professional services which have been provided during the last two years and to which I have committed for the 2011-2012 school year.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer or Individual)

(Name and Title)

(Name of Firm)

(Address)

Dated: _____

* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Intent.

Attach or provide:

- License(s) Number and Description
- History of experience and education (attach resume if available)
- References to verify reliability of timeliness and quality of service and moral, ethical integrity
- List contracts which have required your provision of the services described herein. (Include contract parties, date of contract, services provided, date of termination)
- Insurances as required herein and in the Agreement at Appendix C
- Executed Contract at Appendix C
- Completed Forms at Appendix D

- Rate Sheet at Appendix E
- Locations at Appendix F

APPENDIX C

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made as of this ____ day of _____, 20__, by
and between:

MONMOUTH-OCEAN EDUCATIONAL SERVICES
COMMISSION, with offices located at 900 Hope Road,
Tinton Falls, New Jersey 07712 (hereinafter referred to as
“MOESC”);

and

_____, residing at

_____, _____,
(hereinafter referred to as “Contractor”).

RECITALS:

A. MOESC offers certain educational services to school districts and
has requested proposals for those services.

B. As to those educational services, the Contractor has responded to
MOESC’s Request for Proposals for such services and is an experienced professional in
good standing with the requisite licenses and certifications as shown on the Contractor’s
curriculum vitae as submitted to MOESC, which Contractor represents to MOESC to be
accurate and shall provide the following:

1. Statement of Ownership (*N.J.S.A. 52:24.2*). (Form provided
upon request.)

2. Non-Collusion Affidavit (*N.J.S.A. 52:34-15*). (Form provided
upon request.)

3. Affirmative Action. Submit compliance by returning executed Affirmative Action Disclosure without alteration to affirmative action provisions. (Form provided upon request.)

4. Business Registration Certificate (*N.J.S.A. 52:32-44*). (Form provided by Respondent.)

5. Political Contributions Disclosure Form pursuant to New Jersey Local Unit Pay to Play Law (*N.J.S.A. 44A:20.26*). (Form provided upon request.)

6. This Agreement properly signed by Respondent.

7. Copy of your business correspondence with letterhead.

C. The Contractor is willing to enter into this Agreement as an independent contractor with the MOESC to provide the services consistent with the terms and conditions set forth herein, the terms and conditions of the Request for Proposal issued and as required by law.

D. Contractor and MOESC hereto desire to more particularly detail the terms and conditions of this Independent Contractor Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that MOESC and the Contractor do hereby agree as follows:

1. The Recitals and the Request for Proposal, its exhibits and appendices are incorporated herein.

2. The Contractor hereby agrees to provide the professional, educational services as more particularly described on the attached from August 11, 2011 to June 30, 2012, on which date, this Agreement shall non-renew and will no longer be in

full force and effect unless there is a writing executed between the parties evidencing an extension of the termination date.

3. MOESC shall award students to Contractor for Contractor's services. The means and method for the provision of such services shall be as determined by the Contractor.

4. The services provided by the Contractor shall comply with the applicable provisions of the New Jersey Administrative Code, Title 6A, Chapter 14 entitled "Special Education", during the term hereof.

5. The Contractor shall maintain the qualifications necessary to provide the services during the term of this Agreement.

6. The Contractor shall complete and provide the writings/reports as required by law or this Agreement.

7. MOESC shall pay for the services provided by the Contractor based on rates submitted to and accepted by the MOESC, as more particularly set forth on the Schedule which is attached hereto. (Appendix "E" of the RFP.)

8. MOESC agrees to make payments to Contractor when all required services have been completed and verified in accordance with this Agreement. Payments shall be based on Contractor's rates as accepted by MOESC. Contractor's rates as accepted by MOESC shall be attached as a schedule to this Agreement. The payments for such educational services shall be the sole and exclusive amounts paid to Contractor for services herein. No other benefits or compensations of any type shall be provided,

except as may be separately provided for in an agreement signed by the MOESC and the Contractor.

9. All payments made to the Contractor pursuant to this Agreement shall be made following the completion of the educational services, provided said services and their completion have been approved by MOESC.

10. This Agreement shall become effective upon the adoption of a resolution by the Contractor, where necessary, approving this Agreement and execution of this Agreement by all parties.

11. (a) MOESC shall have the right to terminate this Agreement on thirty (30) days' notice. The notice of termination under this Paragraph shall be in writing and delivered to the Contractor by a method documenting delivery. This Agreement shall terminate thirty (30) days after the documented delivery of the notice to Contractor.

(b) In the event the MOESC shall fail to make timely payments when due, the Contractor shall have the right to terminate this Agreement upon written notice to the MOESC and to discontinue all consulting services. In such event, the Contractor shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide educational services under the Agreement.

12. The Contractor is retained by MOESC only for the strict purposes set forth in this Agreement, the RFP and their schedules.

13. The Contractor's services provided hereunder shall be that of an independent contractor. The Contractor is not an agent of MOESC. The Contractor shall have no authority to bind the MOESC by any representation, warranty or agreement unless specifically authorized in writing by the MOESC. The Contractor is an independent contractor under this Agreement, and no employee, officer or director of the Contractor shall have the authority to bind the MOESC by any representation, warranty or agreement unless specifically authorized in writing by the MOESC, and Contractor employees shall not be deemed or treated as employees or agents of the MOESC. The Contractor shall be free to dispose of such portion of entire time, energy and skill during regular business hours as she/he/it is not obligated to devote hereunder to MOESC and in such manner as she/he/it sees fit and to such persons, firms or corporations as she/he/it deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any MOESC plans, arrangements, benefits or distributions pertaining to or in connection with any pension, employee benefits, bonus, profit or other similar benefits for any regular employee or employees.

14. The Contractor shall be responsible for all wage withholding for income tax, Social Security, unemployment insurance and similar items.

15. The Contractor shall maintain the appropriate Worker's Compensation Insurance or such insurance for employees as may be required by federal or state rules and regulations.

16. The Contractor shall at all times carry sufficient professional and liability insurance to properly cover and protect MOESC, its member and participating

school districts, public, non-public and private covering the educational services rendered by the Contractor naming the MOESC as an “additional insured” for any claims arising out of the educational services provided and coverage must be “primary/non-contributory” as evidenced by a Certificate of Insurance or other evidence that such insurance is in full force and effect and that all premiums have been paid therefore. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey and shall provide coverage at least \$150,000.00 for each claim and \$250,000.00 in the aggregate. Contractor shall provide a certificate of insurance to MOESC prior to the commencement of the consulting service evidencing the insurance coverages. The certificate of insurance shall clearly show the names of all insureds, the date of termination, type of coverage and amount of insurance. Upon the termination of the insurance policy, the Contractor shall supply MOESC with evidence that said policy has been renewed or replaced. In the event there are any changes in insurance coverage, the Contractor shall supply MOESC with notice of any such change.

17. Where applicable, the Contractor shall maintain at all times strict discipline among his/her/its employees, and he/she/it agrees not to employ for work on the project any person who is unfit or without sufficient skill to perform the job for which he/she/it is employed. MOESC shall have the right to demand the removal of any particular employee or employees from the assigned service for whatever reason MOESC deems significant. The Contractor, when demanded by MOESC, shall immediately remove and/or prevent the particular employee or employees from returning to the work.

18. The Contractor shall comply with all laws, rules, regulations, ordinances and/or orders of all public authorities with jurisdiction applicable to this Agreement and the services to be performed pursuant to this Agreement.

19. The Contractor shall not utilize any other contractor (“subcontractor”) without MOESC’s prior written approval. Any contracts entered into between the Contractor and subcontractors shall conform to and incorporate the provisions of this Agreement. MOESC shall have the right to remove the subcontractor(s) from the provision of services for whatever reason MOESC deems significant, and in such an event, the Contractor shall be responsible for preventing the subcontractor(s) from providing the educational service or from being physically present at the service location. The Contractor further agrees that, in the event a subcontractor is retained by the Contractor, it shall be expressly provided in any such contract that the subcontractor is solely associated with the Contractor and not with MOESC and that the Contractor is solely responsible for payment to the subcontractor.

20. The Contractor further represents that it shall provide and pay for all labor, supplies and equipment including transportation and all other facilities and services necessary for the proper completion of the educational service as required by MOESC.

21. The Contractor represents that it has the requisite skill and experience to perform the educational service.

22. The Contractor is solely responsible for his/her/its own safety and the safety of his/her/its employees and all other persons whom the educational service might affect, including but not limited to, visitors, residents and employees of others.

The Contractor has the duty of providing for the reasonable safety of the educational service.

23. The Contractor agrees to indemnify and hold harmless MOESC and any of MOESC's agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees in the event any action is taken to resolve a dispute arising out of Contractor's act, omission or breach of this Agreement, or that of any employee, subcontractor or any other person associated or employed by the Contractor or for other persons whose acts the Contractor may be liable.

24. The Contractor is fully responsible for her/his/its and all acts, negligent or otherwise, or omission, negligent or otherwise, of all of her/his/its employees of her/his/its subcontractors and their employees, and for any other person or persons associated with the Independent Contractor and this Agreement

25. Any notice to the parties under this Agreement shall be sent certified mail, return receipt requested or overnight delivery service addressed as follows:

To the Contractor:

(At the address above written unless otherwise specified here)

To the MOESC: Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, NJ 07712
Attention: Timothy P. Nogueira, Superintendent

26. Affirmative Action - During the performance of this contract, MOESC and the Contractor agree as follows:

a. The MOESC and the Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The MOESC and 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, sex, affectional or sexual orientation. 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 MOESC and the Contractor agree 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.

b. The MOESC and the Contractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the MOESC and the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

c. The MOESC and the Contractor, 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 MOESC and the Contractor commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The MOESC and the Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended, and supplemented from time to time and the Americans with Disabilities Act.

e. The MOESC and the Contractor agree to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

f. The MOESC and the Contractor agree to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The MOESC and the Contractor agree 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.

h. The MOESC and the Contractor agree 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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The MOESC and the Contractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office 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 Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (*N.J.A.C. 17:27*).

27. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

28. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

29. Each party to this Agreement acknowledges that it has read and agrees to all terms and conditions stated herein.

30. This Agreement constitutes the entire agreement between the parties with respect to the subject matters herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether oral or written. Each party acknowledges that the other parties, nor any agent or attorney of the other parties, have made any promises, representations or warranty whatsoever, express or implied, not contained in the Agreement to induce it to execute this Agreement.

31. No waiver of any of the provisions of the Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, Monmouth-Ocean Educational Services Commission has caused this Agreement to be executed in its corporate name, by its authorized representatives, and the Contractor has set his hand and seal as of the date and year first above written.

MONMOUTH-OCEAN EDUCATIONAL
SERVICES COMMISSION

By: _____
Kathleen Mandeville,
Board Secretary, School Business
Administrator

By: _____
President

Attest:

By: _____

By: _____

Contractor

APPENDIX D

**STATEMENT OF OWNERSHIP
AND STOCKHOLDER DISCLOSURE**

Section I or II must be completed and filed in the office of the Monmouth-Ocean Educational Services Commission before any contractual agreement can be entered with any vendor.

SECTION I

I do hereby certify that _____ is not a corporation or partnership.
Name of Vendor

Authorized Signature

SECTION II

I, _____, of _____
(Name and designation of authorized officer) (Name of Corporation)

OR

I, _____, of _____
(Name of Partnership)

hereby certify that the following is a list of names and addresses of all stockholders in the corporation, or any person or persons, having an interest in the partnership who own 10% or more of its stock of any class or of all individual partners in the partnership who own 10% or greater interest therein. And, I further certify that if one or more of such stockholders or partners is itself a corporation or partnership, that there is also set forth herein the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership, as the case may be.

NAME

ADDRESS

INTEREST

AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY, COUNTY OF _____, I, _____
of the _____ of _____ in the County of _____
State of _____, of full age, being duly sworn according to law upon my oath, depose and say that:
I am _____ of the firm of _____

The Contractor making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Contractor 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 Project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statement contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for the said Project.

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

Name of Contractor

(N.J.S.A. 52:34-18)

(Authorized Signature)

Subscribed and sworn before me
this ____ day of _____, 20__.

(Seal) Notary Public of New Jersey
My commission expires: _____, 20__.

And, I further certify that this statement is complete and continued unto the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

And, I further certify this statement is made in compliance with Chapter 33, Laws of New Jersey of 1977.

(Signature and designation of corporate officer or partner)

If there are questions concerning this form or its completion, refer to Statute (P.L. 1977, ch.33) N.J.S.A. 52:25-2.42.

ATTESTED TO: _____
(Affix Corporate Seal)

THIS FORM MUST BE COMPLETE: SIGNED AND SUBMITTED WITH PROPOSAL.

AFFIRMATIVE ACTION DISCLOSURE

I attest that I have read and agree to comply with the Affirmative Action - Exhibit A attached hereto and mandatory affirmative action language for Goods, Professional Service and General Service Contracts, which is also included in these bid specifications.

I further agree to complete an **Affirmative Action Employee Information Report Form AA-302** as required.

The AA-302 form & instructions are available at this web site:

http://www.state.nj.us/treasury/contract_compliance/#

Go to this section of the page and click where applicable. If you do not have Adobe Acrobat Reader, you must download this program to view the forms (it's free - just click on Adobe Acrobat Reader).

Forms
Initial Project Workforce Report - Construction (AA-201) (5kb)
Initial Project Workforce Report - Construction (AA-201) Instructions (7 kb)
Monthly Project Workforce Report (AA-202) (12 kb)
Monthly Project Workforce Report (AA-202) Instructions (30 kb)
Employee Information Report (AA-302) (16 kb)
Employee Information Report (AA-302) Instructions (12 kb)
Vendor Activity Summary Report (3 kb)
The above forms require Adobe Acrobat Reader

Signature

Date

SCHEDULE "A"

During the performance of a contract, the Contractor agrees as follows:

- a. 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 or sex. 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 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 Equal Employment Opportunity Officer setting forth provision of this non-discrimination clause.
- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer to P.L., C.127, as amended and supplemented from time to time.
- e. "The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- f. The Contractor or Subcontractor agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.”

- g. “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.”
- h. “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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.”

Provisions (d), (e), (f), (g) or (h) not required for Subcontractors with four (4) or fewer employees or a Contractor has presented evidence of a federally approved or sanctioned Affirmative Action Program. See Exhibit E.

Submitted by:

Name of Firm: _____

By: _____

Title: _____

Date: _____

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	Printed Name	Title

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
			\$

Belmar Borough	Keansburg Borough	Oceanport Borough
Bradley Beach Borough	Keyport Borough	Red Bank Borough
Brielle Borough	Lake Como Borough	Roosevelt Borough
Colts Neck Township	Little Silver Borough	Rumson Borough
Deal Borough	Loch Arbour Village	Sea Bright Borough
Eatontown Borough	Long Branch City	Sea Girt Borough
Englishtown Borough	Manalapan Township	Shrewsbury Borough
Fair Haven Borough	Manasquan Borough	Shrewsbury Township
Farmingdale Borough	Marlboro Township	Spring Lake Borough
Freehold Borough	Matawan Borough	Spring Lake Heights Borough
Freehold Township	Middletown Township	Tinton Falls Borough
Hazlet Township	Millstone Township	Union Beach Borough
Highlands Borough	Monmouth Beach Borough	Upper Freehold Township
Holmdel Township	Neptune City Borough	Wall Township
Howell Township	Neptune Township	West Long Branch Borough
Interlaken Borough	Ocean Township	

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst	Little Silver Borough	Spring Lake Borough
Asbury Park City	Long Branch City	Spring Lake Heights Borough
Atlantic Highlands Borough	Manalapan-Englishtown Regional	Tinton Falls
Avon Borough	Manasquan Borough	Union Beach
Belmar Borough	Marlboro Township	Upper Freehold Regional
Bradley Beach Borough	Matawan-Aberdeen Regional	Wall Township
Brielle Borough	Middletown Township	West Long Branch Borough
Colts Neck Township	Millstone Township	
Deal Borough	Monmouth Beach Boro	
Eatontown Borough	Monmouth Regional	
Fair Haven Borough	Neptune City	
Farmingdale Borough	Neptune Township	
Freehold Borough	Ocean Township	
Freehold Regional	Oceanport Borough	
Freehold Township	Red Bank Borough	
Hazlet Township	Red Bank Regional	
Henry Hudson Regional	Roosevelt Borough	
	Rumson Borough	
Highlands Borough	Rumson-Fair Haven Regional	
Holmdel Township	Sea Bright Borough	
Howell Township	Sea Girt Borough	
Interlaken	Shore Regional	
Keansburg Borough	Shrewsbury Borough	
Keyport Borough	South Belmar	

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1

Aberdeen Township Fire District No. 2

Englishtown Borough Fire District No. 1

Freehold Township Fire District No. 1

Freehold Township Fire District No. 2

Hazlet Township Fire District No. 1

Howell Township Fire District No. 1

Howell Township Fire District No. 2

Howell Township Fire District No. 3

Howell Township Fire District No. 4

Howell Township Fire District No. 5

Manalapan Township Fire District No. 1

Manalapan Township Fire District No. 2

Manasquan Boro Fire District No.1

Marlboro Township Fire District No. 1

Marlboro Township Fire District No. 2

Marlboro Township Fire District No.3

Millstone Township Fire District No. 1

Neptune Township Fire District No. 1

Neptune Township Fire District No. 2

Ocean Township Fire District No. 1

Ocean Township Fire District No. 2

Spring Lake Heights Boro Fire District No. 1

Tinton Falls Fire District No. 1

Tinton Falls Fire District No. 2

Wall Township Fire District No. 1

Wall Township Fire District No. 2

Wall Township Fire District No. 3

APPENDIX E

**Learning Disabilities Teaching Consultant
Schedule of Fees
2011-2012**

NON-PUBLIC SCHOOL CONTRACTED SERVICES

TYPE OF SERVICE	MAXIMUM VENDOR FEE	BID RATE
Initial Evaluation (testing and meetings)	up to \$300/case	_____
Re-Evaluation (testing and meetings)	up to \$300/case	_____
Annual Review	up to \$185/student	_____
Hourly	up to \$50/hr.	_____

PUBLIC SCHOOL CONTRACTED SERVICES

TYPE OF SERVICE	MAXIMUM VENDOR FEE	BID RATE
Public School Initial Evaluation (Testing, Report, & Meetings)	up to \$300/case	_____
Public School Evaluations (Testing & Report only – no Meetings)	up to \$255/case	_____
Per Diem (6.5 hrs)	up to \$325/day	_____
Hourly	up to \$50/hr.	_____

APPENDIX F

LIST OF NON-PUBLIC SCHOOLS AND BOARDS OF EDUCATION SERVED

ABC Spectrum Pre-School, PO Box 41 – Rte 527, Millhurst Road, Tenent 07763
AM 2 PM Childcare Learning Center, 1000 Route 36, Hazlet 07730
Atlantis Prep, 1904 Atlantic Avenue, Manasquan 08736
Bet Yaakov of the Jersey Shore, 200 Wall Street, PO Box 577, West Long Branch 07764
Brookside School, 2135 Highway 35, Sea Girt 08750
Center Play School Jewish Community Center, 100 Grant Avenue, Deal Park 07723-1506
Centra State Early Childhood (Bright Horizons), 1 Applewood Drive, Freehold 07728
Children of the King Academy, 167 Cedar Avenue, Long Branch 07740
A Child's Place, 1409 West Front Street, Lincroft 07738
Christian Brothers Academy, 850 Newman Springs Road, Lincroft 07738
Colonial Christian Academy, 197 Locust Avenue, West Long Branch 07764
Community YMCA Children's Learning Center, 201 Broad Street, Matawan 07747
Congregation Sons of Israel, PO Box 369, Gordon's Corner Road, Manalapan 07726
Creative Learning Center, 160 Avenue of the Commons, Shrewsbury 07702
First Discoveries KNG & Pre-School, 70 Highway 35, Red Bank 07701
The Goddard School, 560 Holmdel Road, Hazlet 07730
The Goddard School, 65 Kent Road, Howell 07731
The Goddard School, 22 Wilson Avenue, Manalapan 07726
The Goddard School, 15 School Road East, Marlboro 07746
The Goddard School, 209 Harmony Road, Middletown 07748
The Goddard School, 50 Route 520, Morganville 07751
The Goddard School, 4 Hartford Drive, Tinton Falls 07701
The Goddard School of Wall, 1981 State Highway 34, Wall 07719
The Goddard School, 361 R. Monmouth Road, West Long Branch 07764
Growing Tree, 12 Hillcrest Road, Holmdel 07733
Hillel Yeshiva of the Shore Area, 1025 Deal Road, PO Box 2288, Ocean 07712
Hillel Yeshiva High School, 1027 Deal Road, Ocean 07712
Holy Cross, 40 Rumson Road, Rumson 07760
Holy Innocents, 3455 West Bangs Avenue, Neptune 07753
Home Away From Home, 1182 Highway 34, Aberdeen 07747
Ilan HS, 250 Park Avenue, Elberon 07740
Ivy League Pre-School, 140 Gordon's Corner Road, Manalapan 07726
Jersey Shore Free School, 521 Newman Springs Road, Marlboro 07746
Jesus Harvest Time, 404 Freehold Road, Jackson 08527
Kiddie Academy of Marlboro, 208 Commercial Court, Morganville 07751
Kiddie Academy of Millstone, 518 Highway 33 West, Millstone, N.J. 08535
Kiddie Academy, 3297 Route 66, Neptune 07753
Kindercare, 293 Gordon's Corner Road, Manalapan 07726
Kinder College, 1162 Pinebrook Road, Tinton Falls 07724
Kindercare Learning Center, 245 Leonardville Road, Belford 07718
Kindercare Learning Center, 60 Industrial Way East, Eatontown 07724
Kindercare Learning Center, 2401 Atlantic Avenue, Manasquan 08736
Kinderland Learning Center, 123 South Main Street, Marlboro 07746
King of Kings School, 250 Harmony Road, Middletown 07748
Lakeview Child Center, 100 Bridge Plaza Drive, Manalapan, NJ 07726
Liberty Christian School, 521 Lakewood-Farmingdale Road, Howell 07731
Lincroft Center for Children, 1475 W. Front Street, Lincroft 07738
Little Chief Learning Station, 270 Everett Road, Lincroft 07738

Ma'Or Yeshiva High School for Boys, PO Box 254, 36 Cedar Avenue, Long Branch 07740
 Manalapan Pre-School, 337 Route 9 South, Manalapan 07726
 Marlboro Jewish Center, 103 School Road West, Marlboro 07746
 Marlboro Montessori Academy, PO Box 272 – Route 79, Wickatunk 07765
 Matawan Children's Center, 18 Ryers Lane, Matawan 07747
 Mater Dei Prep, 538 Church Street, New Monmouth 07748
 Meridian Early Childhood Education Center – JSUMC, 1945 Route 33, Neptune 07754
 Mer. Early Childhd Educ Ctr, Little House - Riverview Hospital, 1 Riverview Pl., Red Bank 07701
 Mesivta of Eatontown, 5 Meridian Road, Eatontown 07724
 Monmouth Academy, 152 Lanes Mills Road, Howell 07731
 Monmouth Christian Academy, 665 Holmdel Road, Hazlet 07730
 Montessori Academy of New Jersey, 3504 Asbury Avenue, Neptune 07753
 Montessori Enrichment Center, 29 Newberry Road, Howell 07731
 Montessori Family School, 350 Rike Drive, Millstone 08535
 Mother Teresa Regional School, 55 South Avenue, Atlantic Highlands 07716
 Mountain Hill School, 724 Kings Highway East, Atlantic Highlands 07716
 New Jersey United Christian Academy, 73 Holmes Mill Road, Creamridge 08514
 New School of Monmouth County, 301 Middle Road, Holmdel 07733
 Oak Hill Academy, 347 Middletown-Lincroft Road, Lincroft 07738
 Our Lady of Mount Carmel, 1212 First Avenue & Pine Street, Asbury Park 07712
 Pied Piper Pre-School, 337 Iron Ore Road, Manalapan 07726
 Power of Christ's Gospel Academy, PO Box 565 - 344 Joline Avenue, Long Branch 07740
 Precious Angels Pre-School, 2740 Lakewood-Allenwood Road, Howell 07731
 Providence Christian Academy, 61 Georgia Road, Freehold 07728
 St. Robert Bellarmine Roman Catholic Church, 61 Georgia Road, Freehold 07728
 Ranney School – Tinton Falls, 235 Hope Road, Tinton Falls 07724
 Red Balloon, 479 Route 79 – Unit 6, Morganville 07751
 Red Bank Catholic High School, 112 Broad Street, Red Bank 07701
 Red Oak Village School, 18 Kings Highway, Middletown 07748
 Rugged Teddy Bear, 50 Main Street, Englishtown 07726
 Rumson Country Day School, 35 Bellevue Avenue, Rumson 07760
 St. Aloysius School, 935 Bennetts Mills Road, Jackson 08527
 St. Benedict School, 165 Bethany Road, Holmdel 07733
 St. Catharine School, 301 Second Avenue, Spring Lake 07762
 St. James Grammar School, 30 Peters Place, Red Bank 07701
 St. Jerome School, 250 Wall Street, West Long Branch 07764
 St. John Vianney High School, 540 Line Road, Holmdel 07733
 St. Leo the Great School, 550 Newman Springs Road, Lincroft 07738
 St. Mary School – New Monmouth, 538 Church Street, New Monmouth 07748
 St. Peter School, 415 Atlantic Avenue, Pt. Pleasant Beach 08742
 St. Rose of Lima School, 51 Lincoln Place, Freehold 07728
 St. Thomas More School, 186 Gordon's Corner Road, Manalapan 07726
 St. Veronica School, 4219 Highway 9 North, Howell 07731-3378
 Seashore School, 410 Broadway, Long Branch 07740
 S.E.A.D. (Special Ed Academy of Deal), 1 Meridian Road, Eatontown 07724
 Shalom Torah Academy #2, 70 Amboy Road, Morganville 07751
 The Sisters Academy, 1416 Springwood Avenue, Asbury Park 07712
 Smart School Pre-School, PO Box 6527 – 20 Cedar Avenue, Fair Haven 07704
 Solomon Schechter Academy-Marlboro, PO Box 203 22 School Road East, Marlboro 07746
 Summer Hill Preschool, 1107 Gully Road Neptune 07753

Talmudical High School, Route 524, Adelphia 07710
Temple Rodeph Torah Nursery School, 15 Mohawk Drive, Marlboro 07746

Temple Shaari Emeth Pre-School, 400 Craig Road, Manalapan 07726
Tiny Treasures, 2024 New Bedford Road, Spring Lake 07762
Tower Hill, 255 Harding Road, Red Bank 07701
Turtle Creek Learning Center, 10 Railroad Avenue, Marlboro 07746
Tutor Time of Holmdel, 2077 Route 35 North, Holmdel 07733
Voyagers Community School, 321 West Farms Road, Farmingdale 07727
VSM Montessori Academy, 36 Birch Avenue, Little Silver 07739
West Side Christian Academy, 1211 Bangs Avenue, Asbury Park 07712
Willow Tree Nursery, 1700 Allenwood Road, Wall 07719
Winding Brook School, 1044 Sycamore Avenue, Tinton Falls 07724
Yeshiva at the Jersey Shore, 100 Grant Avenue, Deal Park 07723
Yeshiva Keter Torah, 301 Monmouth Road, Oakhurst 07755
Yellow Duck Nursery, 139 Pinebrook Road, Englishtown 07726

Asbury Park Board of Education
Atlantic Highlands Board of Education
Avon Board of Education
Bradley Beach Board of Education
Brielle Board of Education
Colts Neck Board of Education
Deal Board of Education
Eatontown Board of Education
Fair Haven Board of Education
Farmingdale Board of Education
Freehold Boro Board of Education
Freehold Regional Board of Education
Freehold Township Board of Education
Hazlet Township Board of Education
Henry Hudson Regional Board of Education
Highlands Board of Education
Holmdel Board of Education
Howell Board of Education
Keansburg Board of Education
Keyport Board of Education
Little Silver Board of Education
Long Branch Board of Education
Manalapan-Englishtown Board of Education
Marlboro Board of Education
Matawan-Aberdeen Board of Education
Middletown Board of Education
Millstone Board of Education
Monmouth Beach Board of Education
Monmouth Regional Board of Education
Neptune City Board of Education
Neptune Township Board of Education
Ocean Township Board of Education – Oakhurst
Oceanport Board of Education

Red Bank Boro Board of Education
Red Bank Regional Board of Education
Roosevelt Board of Education
Rumson Boro Board of Education
Rumson-Fair Haven Regional Board of Education
Sea Girt Board of Education
Shore Regional Board of Education
Shrewsbury Board of Education
Spring Lake Board of Education
Spring Lake Heights Board of Education
Tinton Falls Board of Education
Union Beach Board of Education
Wall Township Board of Education
West Long Branch Board of Education

Barnegat Board of Education
Bay Head Board of Education
Beach Haven Board of Education
Berkeley Township Board of Education
Brick Township Board of Education
Central Regional Board of Education
Eagleswood Board of Education
Island Heights Board of Education
Jackson Township Board of Education
Lacey Township Board of Education
Lakehurst Board of Education
Lakewood Board of Education
Lavallette Board of Education
Little Egg Harbor Board of Education
Long Beach Island Board of Education
Manchester Board of Education
Ocean Gate Board of Education
Ocean Township Board of Education-Waretown
Pinelands Regional Board of Education
Plumsted Board of Education
Point Pleasant Beach Board of Education
Point Pleasant Boro Board of Education
Seaside Heights Board of Education
Seaside Park Board of Education
Southern Regional Board of Education
Stafford Township Board of Education
Toms River Board of Education
Tuckerton Board of Education

Academy Charter School
Hope Academy Charter School
Red Bank Charter School

Highland Park Board of Education

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