

MONTGOMERY TOWNSHIP

BOARD OF EDUCATION

REQUEST

FOR

PROPOSALS

B22-11

SEEKING THE SERVICES OF A

CONSULTANT FIRM

**TO CONDUCT AND OVERSEE A DEPARTMENT OF
SPECIAL SERVICES PROGRAM EVALUATION FOR**

THE MONTGOMERY TOWNSHIP

SCHOOL DISTRICT

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 Route 601

Skillman, New Jersey 08558

{F&H00117682.DOCX/3}

Introduction and Background

The Montgomery Township School District (MTSD), located in Somerset County New Jersey, serves students grades PK-12 and offers a full-range of academic, social, and emotional programs. The district is committed to improving the educational experiences of all students through fostering a culturally inclusive and responsive environment, focused on approaching all endeavors and work in the district through the lens of diversity, equity, and inclusion. The Department of Special Services serves the Montgomery Township Schools through a variety of special education programs for students, including the provision of Individual Education Programs for every child in the district meeting the N.J.A.C. 6A:14 criteria for a child with a disability, ages 3-21, and supports those students toward achieving their current and post-secondary goals. The Department of Special Services, in collaboration with the Montgomery Special Education Parent Advocacy Group (SEPAG), seeks to ensure equitable access to the curriculum, differentiated instruction, and instruction in the least restrictive environment. The purpose of the Request for Proposal (RFP) is to solicit proposals from qualified consultants who can provide external evaluation of the specific special education program components listed below.

1. Program Offerings/Continuum of Services
 - a. Quality of instructional services
 - b. Student outcomes
2. Special Education Code NJAC 6A:14 (Monitoring and Compliance)
3. Professional Development for Staff

4. Consistency in procedure, process and programming, and articulation between schools
5. Resources
6. Parent Relations
 - a. Satisfaction

The consultant(s) will prepare and issue an opinion on those areas through the delivery of such a report. The report will be comprised of the following information:

1. Introductory Section
2. Management's Discussion and Analysis
3. Areas of Strength/Areas in Continued Growth
4. Recommendations
5. Other Supplemental Information
6. Statistical Section

Responses will be evaluated by an internal committee based on the functional requirements as identified by MTSD and its constituents.

The Board is soliciting proposals by way of competitive contracting pursuant to N.J.S.A. 18A:18A-4.1 et seq.

1. All proposals shall include the costs of furnishing all services (including taxes, workers' compensation insurance, and other insurance requirements) special education program evaluation services in accordance with the Specifications issued by the Board. In addition, all proposals must be submitted to Alicia M. Schauer, School Business Administrator/Board Secretary in a sealed envelope marked "Proposal for Special Education Program Evaluation" no later than April 20, 2022 at 9:00am.
2. Before submitting a proposal, the Consultant Firm shall become familiar with the information set forth in this Request for Proposals (hereinafter referred to as the

"RFP"), the Specifications and all other documents referred to herein.

3. Any questions which a Consultant Firm may have shall be brought to the attention of Alicia M. Schauer, Business Administrator in writing. Notice of revisions or addenda to the RFPs will be sent in writing, via electronic mail or facsimile transmission, to all persons who have picked up a copy of the documents. It shall be the responsibility of the Consultant Firm to ascertain that it has received all amendments, revisions and clarifications prior to submitting its Proposal. Failure to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a Consultant Firm from any obligation under his proposal. All amendments, revisions and clarifications shall become part of the contract documents. By submitting a proposal, the Consultant Firm acknowledges its understanding and acceptance of the procedures for awarding the contract and the method of evaluating the proposals submitted.
4. The failure or omission of any Consultant Firm to receive or examine any form, instrument or document or to visit the site and acquaint itself with the conditions there existing, shall not relieve the Consultant Firm from its obligation to furnish all the necessary labor to provide services at the proposal amount. A claim of mistake or omission will likewise not excuse a Consultant Firm from any obligation under its proposal. The submission of a proposal will be considered conclusive evidence that the respondent has made such an examination.

Scope of Services

The Consultant Firm shall prepare a work plan, a related budget, and be required to perform the following services for the Board, during the period of June 1, 2022-June 30, 2023:

1. External consultant(s) will conduct focus group meetings with teachers, administrators, parents, and when necessary, students.
2. External consultant(s) will meet with the administrators of the Department of Special Services and, when appropriate, members of the SEPAG.

3. External consultant(s) will spend at least five days observing Special Education Classes across the five district buildings. The external consultants will visit classes and interview staff.
4. External consultant(s) will meet with the interval committee, and in conjunction with the committee, will write the evaluation report with recommendations. The approved consultant will be available for a presentation of the report to the full Board of Education and board committees as deemed appropriate.

Qualifications

The Board is seeking an external professional consultant firm to conduct a Special Education program evaluation. All consultants shall furnish satisfactory evidence that they have sufficient means and experience in the type of work to perform the scope of services in accordance with the specifications including but not limited to:

- Respondent shall have performed Special Education program evaluation services for a minimum of 5 years
- Respondent shall demonstrate experience in performing Special Education review services in a minimum of three (3) differing school district/local education agencies.
- Respondent shall demonstrate knowledge of NJAC 6A:14, familiarity with current research and effective practices In Special Education PK-12, experience conducting comparable program reviews, focus group facilitation, and community presentations, and the ability to fulfill all service agreements in a flexible and collaborative manner.
- A Consultant Personnel and Experience sheet shall be submitted to the Board as part of these documents. The Board may make such additional investigations as it deems necessary to determine the ability, competence, and financial ability of the consultant to perform its work.

Term

This contract will be for the period of June 1, 2022 through June 30, 2023. The Board may terminate the contract without cause upon thirty (30) days' written notice to the IT Firm.

This Agreement may be renewed for two (2) additional one (1) year terms, or one (1) two (2) year term. Renewal of this Agreement is subject to the availability and appropriation of

sufficient funds as may be required to meet the extended obligation. Any such renewals shall be subject to the provisions of N.J.S.A. 18A:18A-42.

Form of Agreement

A form Agreement is attached to the RFP, which will be executed by and between the Board and the successful PD Firm. The Agreement shall be comprised of the RFP, Specifications, any amendments and/or clarifications, the proposal documents, and the Agreement.

Evaluation of Proposals

Upon review of proposals received in response to this RFP, the Board shall select a single Consultant Firm, whose proposal best meets the needs of the Board in accordance with the evaluation criteria. The contract, if awarded, shall be awarded to the Consultant Firm who submits the most advantageous proposal based on price and qualifications, and other factors considered.

Preference will be given to those firms demonstrating strong capabilities, experience, and reputation in undertakings similar to those described in this RFP, as well those firms who can successfully provide the services that can best meet the Board's needs. Specifically, the proposals should outline the following:

1. Technical Criteria and Qualifications (40%)

- A. Does the firm have the required experience and qualifications, including a sufficient number of highly qualified consultants, to successfully implement the full scope of the RFP.
- B. What is the firm's experience and reputation in the field?
- C. Does the firm's proposal demonstrate a clear understanding of the scope of services?
- D. Is the firm's proposal complete and responsive in all aspects of the RFP?
- E. Does the firm demonstrate a track record of reliable and competent service?

- F. Does the firm demonstrate a past history of successful completion of similar undertakings?
- G. Does the firm's proposal reflect that it is well versed in all applicable requirements and practices?
- H. Does the PD Firm hold the Technical and Business Certifications providing both onsite and remote services, which are necessary to perform the scope of work set forth in the specifications?
- I. The firm's ability to accomplish the scope of work set forth in the RFP.
- J. Can provide additional PD personnel as needed?

2. Management Criteria (20%)

- A. Will the firm provide all services in a timely fashion to meet the Board's needs?
- B. How is the work distributed among the firm's staff?
- C. Can the firm provide documentation of the experience of the personnel performing the tasks as described in the RFP?
- D. To what extent is the firm able to accomplish the scope of work through in-house vs. contracted, sub-consultants.
- E. The overall ability of the firm to undertake and successfully complete the services outlined in the RFP.

3. Cost of Services (40%)

Cost is an important consideration to the Board and will be considered in conjunction with experience and technical certification.

- A. How does the fee schedule compare to similar proposals?
- B. Is the price and its charges adequately explained and/or documented?

References

Provide a list of clients, including at least three (3) Boards of Education for whom you have performed similar services in the last three (3) years.

Laws

The Consultant Firm shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. The parties' contract shall be governed by the laws of the State of New Jersey.

Insurance

The PD Firm agrees to obtain and maintain for the entire term of this Agreement the following insurance coverage, as well as name the Board as an additional insured on the policy:

- General Commercial and Liability \$2,000,000.00
- Workers' Compensation Statutory

Prior to the commencement of services, the Consultant Firm shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that it has the insurance coverage as set forth above, for all services in connection with this Agreement.

During the term of the Agreement, all policies must incorporate a provision requiring the giving of notice to the Board by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or nonrenewal of any insurance policy required herein.

Indemnification

The Consultant Firm shall indemnify and hold the Board and all of their officers, agents, and employees harmless from and against any and all claims, losses, damages, and expenses, including attorneys' fees and cost of litigation, arising out

of, resulting from, or in connection with the provision of services, which are caused in whole or in part by the acts of the successful Consultant Firm, its officers, agents, servants and employees, as well as subcontractor which the Consultant Firm may employ. The Board may defend itself at the Consultant Firm's expense from any claim or lawsuit which may arise out of the Consultant Firm's performance or lack of performance under the terms of Agreement, or the Board may elect to have the Consultant Firm provide the Board with legal representation at the Consultant Firm's own expense.

Award of Contract

The procedures developed for the award of the contract constitutes a "fair and open" process. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the proposals are opened. The contract, if awarded, shall be awarded to the PD Firm who submits the most advantageous proposal based on the evaluation criteria set forth herein.

1. The proposal must be concise and clear.
2. The Consultant Firm acknowledges that it has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals must be submitted prior to the time and date specified, by mail, or hand delivered to the Board of Education. **No facsimile or e-mail proposals will be accepted.**
3. The Board of Education reserves the right to reject any or all proposals in whole.
4. The Board of Education reserves the right to contact references provided with the proposal.
5. Any departures from this RFP must be noted. Any conditions or terms must be written and included with the RFP.
6. Any Proposal not received by the date and time set forth in the RFP will not be considered by the Board. The Board assumes no responsibility for Proposals lost in the mail or received after the designated date and time for opening.

Confidentiality of Records

All records and files which are in any way connected with the services provided by the Consultant Firm pursuant to the Specifications, shall remain the property of the Board, and at no time shall the Consultant Firm assume ownership or control of the information for any reason. The Consultant Firm providing services shall, without limitation of the aforementioned, comply with the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act.

Business Registration Certificate

Pursuant to P.L. 2004 c.57, all proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue.

Stockholder or Partnership Disclosure Statement

Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), all corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who owns 10% or more of its stock or of all individual partners in the partnership who owns a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders owning 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board.

A form affidavit is included as part of the bidding documents.

Law Against Discrimination

The Consultant Firm agrees to comply with the Law Against Discrimination, pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit A, attached hereto and made a part hereof.

Harassment, Intimidation and Bullying ("Anti-Bullying Bill of Rights Act")

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the policy.

Criminal History Background Checks

The successful Consultant Firm shall perform a criminal history records checks, as is required pursuant to N.J.S.A. 18A:6-7.1 et seq., for those employees that will be performing services for the Consultant Firm in accordance with this RFP. The cost of the criminal background checks is the responsibility of the Consultant Firm. The Board reserves the right to inspect the records of any or all employees of the Consultant Firm, at any time during the term of the contract, with respect to the background check.

Non-Collusion

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

Pay-to-Play Disclosure

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

All proposers must submit the following forms:

1. Proposal Form (attached)
2. Firm Personnel and Experience Form (attached)
3. Business Registration Certificate
4. Stockholder/Partnership Disclosure Statement (attached)
5. Affirmative Action Certification (attached)
6. Non Collusion Affidavit (attached)
7. Disclosure of Investment Activities in IRAN (attached)
8. Political Contribution Disclosure Affidavit (attached)
9. Statutory documents packet forms completed

PROPOSAL FORM

The undersigned agrees to provide Special Education program evaluation consultant services in accordance with the RFP and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following Proposal is accepted.

State the amount to provide Professional Development Services to the Board inclusive of all costs:

BASE PROPOSAL

For services provided between June 1, 2022 and June 30, 2023.

NOTE: If amounts written differ from the numerical figures, only the written amounts will be accepted as the correct Proposal.

Service Rates:

Cost of Proposed work (Lump sum total cost). Fees must include ALL expenses. NO additional fees will be paid for travel, lodging, or food.

ADDENDUM RECEIPT

Addendum No. 1 Date: _____

Addendum No. 2 Date: _____

Addendum No. 3 Date: _____

The undersigned affirms that the Proposal includes all charges and expenses for the furnishing of all services necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the RFP. If awarded the contract, I will comply with all stipulations contained in the RFP.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten (10) days after receipt of the contract.

Submitted by:

Name of Respondent _____

Address _____

Phone Number _____

Fax Number _____

I certify that I, _____, am the _____ of the Consultant Firm submitting this proposal and that I am authorized to submit this Proposal on behalf of the PD Firm and that the information contained on all of the Proposal documents is true and accurate. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

(Affix corporate seal)
Representative

Authorized

Title: _____

AFFIDAVIT

I/We hereby certify that I/We have read the foregoing conditions and the RFP and have become familiar with the contents thereof; and that the Proposal of (Name of Company) _____ submitted to the Montgomery Township Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and the RFP. Any matter submitted with the Proposal document attempting to alter the RFP of the Board of Education may be disregarded, or the Proposal may be rejected.

Corporate Name of Respondent

Address

Telephone Number

Signature of Authorized Agent

PD FIRM PERSONNEL AND EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach separate letters where requested.

1. Name of firm: _____

2. Address: _____

3. Phone & Fax Numbers: _____

4. Lead personnel for services being provided (persons who will have supervisory or other responsibility for the work to be performed):

_____	_____
Name	Title

5. When Organized or Incorporated: _____

State where Incorporated: _____

6. How many years have you been engaged in the contracting business under your present firm or trading name? _____

7. Have you ever failed to complete any work awarded to your firm? _____

If so, where and for whom? _____

8. Have you ever defaulted on a Contract? _____

If so, where and why? _____

9. Attach schedule of similar scope of work completed by your firm within the last three (3) years. **

10. Attach background and experience of principals of the firm, as well as those employees who will be assigned to perform the scope of work for the Board, including any Technical and Business Certifications held by those individuals which are necessary and relevant to the scope of services in the RFP**

11. Provide a list of clients, including at least three (3) boards of education, for whom you are conducting or have conducted similar scope of work in the last three (3) years. **

**Attach separate sheets to this Personnel and Experience Form with Proposal

I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

WITNESS:

Name

Name

Title

Title

Date

Affix Corporate Seal

Phone Number: _____

Facsimile Number: _____

Date: _____

II.

Name of Corporation
Partnership who holds 10% or
more interest in the bidding
corporation/partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use the reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

Name of Contractor

By:

Name

Official Title

Sworn before me this _____
day of _____, 20__.

Notary Public of _____
My Commission expires __/__/__.

EXHIBIT A

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by {F&H00117682.DOCX/3})

the Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

The failure to submit such appropriate evidence will result in rescission of the contract.

AFFIRMATIVE ACTION QUESTIONNAIRE AND CERTIFICATION

DO YOU HAVE FEDERAL APPROVAL? Yes _____ No _____

This means a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a copy.

DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL? Yes _____ No _____

If yes, please submit a Photostat copy of this certificate.

IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). This form can be electronically provided by the Division and distributed to the public agency through the Division's website: www.state.nj.us/treasury/contract_compliance I certify that our Company has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and I agree to submit immediately a copy of the Employee Information Report (AA-302) to the Division of Public Contracts Equal Employment Opportunity Compliance, Department of Treasury, P.O. Box 209, Trenton, NJ 08625.

_____ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the Contractor, _____. I hereby certify that I am aware of the equal employment opportunity and affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the Contractor is in compliance with the requirements therein. I hereby agree that the Contractor shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that the failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law. I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____ NAME _____

DATE _____ TITLE _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

The PD Firm **must** review this list prior to completing the below certification. **Failure to complete the certification will render the proposal non-responsive.** In the event the Board determines that the PD Firm has submitted a false certification, it shall report same to the New Jersey Attorney General and retains the right to file an action seeking the greater of One Million Dollars (\$1,000,000) or twice the contract price.

Please check one of the following boxes:

- 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 New Jersey Department of Treasury's 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 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. Failure to provide same will result in the Bid being deemed non-responsive and appropriate penalties or fines may be assessed.

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 PD Firm, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE. PLEASE PROVIDE THOROUGH ANSWERS AND USE ADDITIONAL PAGES IF NECESSARY

Name: _____

Relationship to Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Completion Date: _____

Bidder/Vendor Contact Name: _____

Contact Phone Number: _____

POLITICAL CONTRIBUTION DISCLOSURE AFFIDAVIT

STATE OF _____)

ss:

COUNTY OF _____)

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

I am _____ of the firm of _____, the proposer making the proposal for the above named contract. I am aware that:

A. Pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Board of Education during the preceding one (1) year shall be awarded a contract in excess of \$17,500.

B. Any business entity doing business with the School District is precluded from making any reportable contributions to any member of the Board of Education during the term of the Contract.

C. When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

D. A political contribution disclosure (hereinafter referred to as "PCD") form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid. A Sample Form is included as part of the bidding documents and must be completed by the bidder.

I aver that no reportable contributions have been made by the proposer in violation of the provisions set forth in N.J.A.C. 6A:23A-6.3. If the proposer is the lowest responsible bidder, a completed PCD form shall be submitted to the Board office ten (10) days prior to the contract award.

Sworn to and subscribed
to this _____ day of _____,
_____, 20____

By: _____
Signature of Principal

(Name)

Notary Public of New Jersey

(Title)

My Commission expires __/__/__

Certification on Behalf of a Company, Partnership or Organization and All Individuals Whose Contributions Are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

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

Name of Company, Partnership or Organization:

Signed: _____

Title: _____

Print Name: _____

Date: _____

Circle One of the Following Which Applies:

(A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

**Individual Certification of Compliance with Executive Order
No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ **Date:** _____

FORM AGREEMENT

THIS AGREEMENT is made this first day of June, 2022 between the Montgomery Township Board of Education, which has offices located at 1014 Route 601, Skillman, New Jersey 08558 (hereinafter referred to as the "Board"), and **[NAME OF SUCCESSFUL PD FIRM]**, which has offices located at **[ADDRESS OF PD FIRM]** (hereinafter referred to as "PD Firm").

WITNESSETH:

WHEREAS, on **[DATE]**, the Board received proposals for Professional Development Services in the Montgomery Township School District (hereinafter referred to as the "District"); and

WHEREAS, the PD Firm submitted the most advantageous proposal, price and other factors considered, as set forth in the Request for Proposals (hereinafter referred to as the "RFP"); and

WHEREAS, on **[DATE]**, the Board awarded the contract for Information Technology Management Services to the PD Firm; and

WHEREAS, the Parties' desire to enter into an agreement memorializing the terms of their understanding.

NOW, WHEREFORE, based on the foregoing premises and mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. The PD Firm is a provider of Professional Development Services (hereinafter referred to as "Services"). This Agreement sets forth the terms and conditions upon which the Board retains the PD Firm to provide Services to the Board.

1.2 Independent Contractor. The PD Firm shall be an independent contractor and shall retain control over its employees and agents.

1.3 Specifications/RFP. The Specifications/RFP for the Services are attached hereto and incorporated herein by reference. In the event of a conflict, the following order of precedence shall prevail: (1) Final Negotiated Agreement; (2) Specifications/RFP and any Addenda thereto; and (3) Proposal submitted by the PD Firm, unless the documents lower in priority imposes a greater obligation on the PD Firm.

ARTICLE II

TERM

2.1 Term of Agreement. The term of this Agreement, unless terminated earlier as hereinafter provided, shall commence on June 1, 2022 and shall continue until June 30, 2023.

This Agreement may be renewed for two (2) additional one (1) year terms, or one (1) two (2) year terms. Renewal of this Agreement is subject to the availability and appropriation of sufficient funds as may be required to meet the extended obligation. Any such renewals shall be subject to the provisions of N.J.S.A. 18A:18A-42.

ARTICLE III
SERVICES

3.1 Service. The PD Firm shall manage and perform the Services in accordance with the aforementioned Specifications and the PD Firm's Proposal dated **[DATE]**, which proposal is attached hereto and incorporated herein by reference.

3.2 Scope of Services. The PD Firm shall perform the services as set forth in the RFP, during the period of June 1, 2022 through June 30, 2023:

ARTICLE IV
EMPLOYEES

4.1 PD Firm's Employees. All personnel employed by the PD Firm shall at all times and for all purposes be solely in the employment of the PD Firm. The PD Firm shall provide sufficient and qualified employees as required by the Specifications to perform the Services. The Board reserves the right to reject the assigned personnel if it deems the assigned personnel to be unsatisfactory. Unless otherwise agreed to by the parties, all Services shall be provided by the employees of the PD Firm.

4.2 Background Checks. The PD Firm shall provide background checks in accordance with N.J.S.A. 18A:6-7.1 for all of its employees performing services to satisfy this Agreement. The cost of the criminal background checks is the responsibility of the PD Firm.

ARTICLE VI
FINANCIAL ARRANGEMENTS

5.1 Compensation. In consideration of the PD Firm's performance of its obligations under this Agreement, the Board shall pay the PD Firm the in equal monthly installments. Payment shall be made within forty-five (45) days of receipt of a duly executed voucher and acceptance by the Board. The Board reserves the right to withhold payment in the event the services do not conform to the Specifications. The PD Firm shall not be entitled to interest on an overdue payment.

ARTICLE VI
GENERAL TERMS AND CONDITIONS

6.1 Compliance with Law. The PD Firm shall comply with all applicable laws, ordinances, rules and regulations relating to the Services. The Performance of this Agreement shall be governed by the laws of the State of New Jersey.

6.2 Insurance. The PD Firm shall maintain during the term of this Agreement insurance policies with the requisite minimum coverage as specifically stated in the Specifications, including workers' compensation insurance as required by State law covering all employees employed by the IT Firm in connection with the Services. The PD Firm shall provide the Board with certificates evidencing such policies and upon request copies of the policies of insurance at the PD Firm's expense. The insurance policies

shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation. In the event of cancellation, the PD Firm shall obtain insurance in the same amount and for the same coverage prior to the date of cancellation. The Board shall be named as an additional insured under the PD Firm's policies of insurance.

6.3 Indemnification. The PD Firm shall indemnify, defend, and hold the Board and all of the Board's officers, agents, employees and members harmless from and against any and all claims, demands, lawsuits, damages, costs and expenses, including attorneys' fees and costs of litigation, arising out of, resulting from, or in connection with the Services, which are caused in whole or in part by any act of the PD Firm, its agents and/or employees, and any subcontractor which the PD Firm may employ. The Board may defend itself at the PD Firm's expense from any claim or lawsuit which may arise out of the PD Firm's performance or lack of performance under the terms of this Agreement or the Board may elect to have the PD Firm provide the Board with legal representation at the PD Firm's own expense. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law and shall survive the termination of the Agreement.

6.4 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served

personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Board: Montgomery Township
 Board of Education
 1014 Route 601
 Skillman, New Jersey 08558
 Attn: Alicia Schauer, Business
 Administrator/Board Secretary

To PD Firm: **[ADDRESS & CONTACT PERSON]**

or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

6.5 Termination. If the PD Firm fails to comply with any of its obligations required by this Agreement, then the Board shall have the right, following written notice to the PD Firm specifying the failure, to declare the PD Firm in default and liable for any and all damages incurred by the Board.

Notwithstanding anything contained in the previous paragraph to the contrary, the Board has the right to terminate the Agreement, without cause, by providing the PD Firm with thirty (30) days prior written notice.

6.6 Laws Against Discrimination. The PD Firm agrees to comply with the Law Against Discrimination, pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit A, attached hereto and made a part hereof.

6.7 Confidentiality of Records. All records and files which are in any way connected with the services provided by the PD Firm pursuant to the Specifications shall remain the property of the Board, and at no time shall the PD Firm assume ownership or control the information for any reason. The PD Firm providing services shall, without limitation of the aforementioned, comply with the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act.

6.8 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

6.9 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement

shall be valid and enforceable to the fullest extent permitted by law.

6.10 Business Certification. The PD Firm has attached to this Agreement a copy of its New Jersey Business Registration Certificate.

6.11 Harassment, Intimidation, and Bullying. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy.

Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the

policy.

6.12 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

6.13 Assignment. The rights of the Board or the PD Firm under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights, money to come due or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

6.14 Jurisdiction. Any and all claims, disputes or other matters in question between the Board and the PD Firm arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Somerset County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise. **The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which**

another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.

6.15 Entire Agreement. This Agreement and its attachments (Specifications, Addenda, if any, thereto and the PD Firm's proposal dated **[DATE]**) and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contract or communications concerning the matters contained herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Term, whichever is sooner.

WITNESS:

MONTGOMERY TOWNSHIP
BOARD OF EDUCATION

Alicia M Schauer
Business Administrator

BY: _____
Zelda Spence-Wallace
Board President

Date: _____

Date: _____

WITNESS:

[PD FIRM'S NAME]

BY: _____

Name (printed):

Date: _____

Date: _____

EXHIBIT A

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

The failure to submit such appropriate evidence will result in rescission of the contract.

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 - 7601
FAX: (609) 466 - 0944

Statutory Requirements

Mandatory Affirmative Action Certification

No firm 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. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Goods, Professional Services and General Service Contracts

Each 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:

- I. A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division.

3. The successful contractor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

State of New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a 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.

Statutory Requirements (cont'd)

State of New Jersey Business Registration Certificate (cont'd)

During the course of the contract performance:

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

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

Pursuant to 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 \$25.00 for each day of violation, not to exceed \$50,000.00, 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 to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or providing the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

W-9, Request for Taxpayer Identification Number and Certification

The [W-9, Request for Taxpayer Identification Number and Certification](#), is requested by the Montgomery Township Board of Education.

Political Contribution Disclosure (Pay-to-Play)

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month

Statutory Requirements (cont'd)

Political Contribution Disclosure (Pay-to-Play) (cont'd)

period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts, including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Disclosure of Investment Activities in Iran

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 enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**Montgomery Township Board of Education
1014 Route 601
Skillman, New Jersey 08558**

Please complete and submit the following information so we can verify and update our records so our purchase orders and remittance are forwarded to the proper addresses.

	Purchase Order Mailing Address:	Remit to Address:
Vendor Name	_____	_____
Address Line 1	_____	_____
Address Line 2	_____	_____
City	_____	_____
State	_____	_____
Zip	_____	_____
Contact	_____	_____
Phone #	_____	_____
Fax #	_____	_____
E-mail	_____	_____

EXHIBIT A
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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval;

- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

- (a) A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,

___ Yes ___ No

- (b) A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division. Or,

___ Yes ___ No

- (c) The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.

___ Yes ___ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee in non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

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 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal 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. et seq.

Company Name _____

Name _____

(Print)

Signature _____

Title _____

Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action - there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the "proof of registration certificate" submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes."
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/regapdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer "Yes" to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

State of New Jersey Business Registration Certification Form

Please complete the following:

- _____ A photocopy of your organization's or an individual's State of New Jersey Business Registration Certification (BRC) is attached.
- _____ Our organization or an individual is in process of obtaining State of New Jersey Business Registration Certification (BRC) and will forward a copy upon receipt.
- _____ Our organization or an individual has "No" intention of obtaining a State of New Jersey Business Registration Certification (BRC).

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Authorized Signature _____

Contact Person _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) 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 10 days prior to the award of such a contract, the contractor shall 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:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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. 52:34,25(b) 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
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall 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.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. 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, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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."

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

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

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 17, 21, & 22

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):

Bedminster Township
Bernards Township
Bernardsville Borough
Bound Brook Borough
Branchburg Township
Bridgewater Township
Far Hills Borough

Franklin Township
Green Brook Township
Hillsborough Township
Manville Borough
Millstone Borough
Montgomery Township
North Plainfield Borough

Peapack-Gladstone Borough
Raritan Borough
Rocky Hill Borough
Somerville Borough
South Bound Brook Borough
Warren Township
Watchung Borough

Boards of Education (Members of the Board):

Bedminster Township
Bernards Township
Bound Brook Borough
Branchburg Township
Bridgewater-Raritan Regional
Franklin Township
Green Brook Township

Hillsborough Township
Manville Borough
Millstone
Montgomery Township
North Plainfield Borough
Rocky Hill
Somerset Hills Regional

Somerville Borough
South Bound Brook
Warren Township
Watchung Borough
Watchung Hills Regional

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1
Bridgewater Township Fire District No. 2
Bridgewater Township Fire District No. 3
Bridgewater Township Fire District No. 4
Franklin Township Fire District No. 1
Franklin Township Fire District No. 2
Franklin Township Fire District No. 3

Franklin Township Fire District No. 4
Hillsborough Township Fire District No. 1
Montgomery Township Fire District No. 1
Montgomery Township Fire District No. 2

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 Business: _____

Address of Business: _____

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% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% 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% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be **(Skip to Part IV)**

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

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

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% 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 Security 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.

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10% 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% ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

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

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

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 Montgomery Township Board of Education 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 school district to notify the 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 school district to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____

Name of Bidder: _____

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

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

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

OR

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Montgomery Township Board of Education under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description 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.**

Name: _____	Relationship to Bidder/Offeror: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Bidder/Offeror Contact Name: _____ Contact Phone Number: _____	

Disclosure of Investment Activities in Iran (cont'd)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Montgomery Township Board of Education is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board to notify the Board in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Montgomery Township Board of Education and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____