

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
REQUEST FOR PROPOSALS

Seeking the services of a professional development firm to provide professional development services for the design of universal design classroom learning environments for the Montgomery Township School District.

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 Route 601
Skillman, New Jersey 08558

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

**RFP24-05, Professional Development Services for Universal Design Learning
Classroom Environments**

Instructions to Bidder

General

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for a service contract for fire code compliant means of egress replacement, installation and repair as needed in various locations of the Montgomery Township Board of Education.

The Montgomery Township Board of Education will accept sealed bids until **11:00am on June 07, 2023**, in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to:

Mr. Gary Ottmann
School Business Administrator/Board Secretary of the Montgomery Township Board of Education
1014 Route 601
Skillman, NJ 08558

Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

The contractor is required to complete all spaces called for on the proposal form. Omission of any information will result in the contractor's proposal being considered as non-responsive.

At the time of the opening of the bids, each contractor will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any contractor to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such contractor from obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements. If you would like to attend the bid opening, please contact Mr. Gary Ottmann, School Business Administrator, at gottmann@mtsd.us.

Bid prices are firm and cover the period as designated on the Proposal Form. The contract will be awarded to the responsible contractor submitting the lowest proposal complying with the conditions of the specifications, provided their bid is reasonable and it is to the interest of the Board of Education to accept it. The contractor to whom the award is made will be notified at the earliest practical date.

The Board of Education reserves the right to reject bids pursuant to N.J.S.A. 18A:18A-22. Contractors are required to comply with the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., P.L. 1975, C. 127 (N.J.A.C. 17.27).

Interpretation and Addenda

Clarifications, request for interpretation or questions will be accepted no later than ten (10) days, Saturday, Sundays, or holidays excepted, prior to the date for the acceptance of bids and shall be forwarded to the School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558. Any and all such clarifications, interpretations, answers to questions and any supplemental instructions will be sent in the form of written addenda to the specifications to any person who submitted a bid or who has received a bid package in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender.

Notice of all addendums shall be published no later than seven (7) days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the Montgomery Township Board of Education and be provided to any person who submitted a bid or who has received a bid package will be forwarded to the prospective contractors in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.A. 18A: 18A-21 c. 1).

Failure of any contractor to whom addenda is sent fails to receive such addenda shall not relieve any contractor from any obligation under his bid submitted; all addenda so issued shall become part of the contract document. Failure of the Montgomery Township Board of Education to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file shall not be considered failure by the Board of Education to provide notice.

Challenges

Any prospective contractor who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558, no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract (N.J.S.A. 18A:18A-15).

Qualifications of the Service Company

The contractor shall be an insured, licensed, qualified company in the State of New Jersey to perform this service in institutional facilities and shall conform to all Federal, State, and Local codes as prescribed and shall have the capability of 24 hours a day 365 days a year service. The contractor shall provide to the Montgomery Township Board of Education a list of at least three (3) references from sites where they have completed similar work with their bid.

The Montgomery Township Board of Education may make additional investigation, as it deems necessary to determine the ability of the contractor to perform the work. The contractor shall furnish to the Board of Education all such information for this purpose as the Board of Education may request.

The Board of Education reserves the right to reject any bid if the evidence submitted by, or investigation of, such contractor fails to satisfy the obligations of the contract or to complete the work contemplated therein.

American Goods, Brand Names, Proprietary Goods or Services, Etc.

All contracts for work for which the Montgomery Township Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A.18A:18A-20).

The vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Whenever a "brand name" is stated in all cases "brand name or equivalent" is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J.S.A.18A:18A-15).

In the performance of the work the contractor and all subcontractors shall use domestic materials. But if the Montgomery Township Board of Education finds that in respect to some particular domestic materials it is impracticable to make such a requirement or that it would unreasonably increase the cost, an exception shall be granted.

Laws

The bidder 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.

The bidder shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Insurance Requirements

The contractor shall maintain the following insurance in force and effect for the term and the life of the contract. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey and rated as A or better as determined by AM Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Montgomery Township Board of Education. All policies shall incorporate a provision requiring the giving of written notice to the Montgomery Township Board of Education by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

Commercial general liability insurance covering any and all bodily injury, property damage or personal injury arising out of or in connection with the work performed by the contractor or subcontractors as well as an umbrella excess liability insurance. Comprehensive automobile liability insurance including coverage for any and all owned, non-owned, hired or borrowed vehicles covering bodily injury and property damage.

Commercial General Liability Insurance

The contractor must maintain Commercial General Liability Insurance, covering any and all Bodily Injury, Property Damage or Personal Injury arising out of or in connection with the work performed by the contractor or its subcontractors. The policy shall include coverage for blanket contractual liability, products, completed operations, explosion, collapse and underground operations in an amount not less than \$1,000,000.00 Bodily Injury and Property Damaged Combined Single Limit Each Occurrence with a \$2,000,000 General Aggregate. Further, the policy shall include an "Aggregate Limit per Project" extension.

Comprehensive Automobile Liability Insurance

All contracted parties must maintain Commercial Automobile Liability Insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, covering Bodily Injury and Property Damage. Such coverage shall be in the amount of \$1,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Accident.

Workers' Compensation Insurance

The contractor and all subcontractors must maintain Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other jurisdiction required to protect employees of any and all contracted parties who will engage in the performance of work.

- | | |
|--------------------------|----------------------------|
| A. Worker's Compensation | Statutory |
| B. Employer's Liability | \$500,000.00 each accident |

Umbrella Excess Liability Insurance

The contractor must maintain Umbrella Excess Liability Coverage that will be excess of the primary General Liability, Automobile Liability, Workers' Compensation Employer's Liability. Such coverage will be in the amount of \$2,000,000 Bodily Injury and Property Damaged Combined Single Limit of Liability Each Occurrence/General Aggregate.

The policy covering Commercial General Liability, Comprehensive Automobile Liability and Umbrella Excess Liability shall name the Montgomery Township Board of Education, its employees, agents and assigns as "Additional Insured". A sample of insurance must be included with your proposal.

Indemnification

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and cost of litigation, arising out of or resulting from any and all acts of the contractor, its employees, agents, and subcontractors related to the services the contractor provides to the Board in accordance with these specifications. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Board may defend itself, at the contractor's expense, from any claim or lawsuit which may arise out of the contractor's performance or lack of performance under the terms of the agreement or the Board may elect to have the contractor provide the Board with legal representation at the contractor's own expense. This provision shall survive the termination of the agreement.

In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Termination of Contract

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the owner shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract.

Notwithstanding the above, the contractor shall not be relieved of liability of the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost.

The Board shall have the right to terminate the agreement for convenience and without cause upon thirty (30) days' written notice, but shall pay for services rendered up until the date of termination.

Compensation

In consideration of the bidder's performance of its obligations under this proposal, the Board shall pay the bidder the contract price 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 bidder shall not be entitled to interest on an overdue payment. The Board of Education is exempt from all local, state or federal sales, use or excise tax.

Introduction and Background

The Montgomery Township School District, located in Somerset County New Jersey, serves students grades PK-12 and offers a full-range of academic, social and emotional programs. The district would like to increase intervention services and widen the breadth of knowledge of classroom instructors in the areas of differentiation, intervention and data collection. Additionally, Montgomery Township is seeking a classroom model through which Universal Design for Learning pedagogy can be effectively implemented. Montgomery Township School District is seeking a provider familiar with the principles of Universal Design for Learning and/or a similar pedagogical models.

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) for Professional Development (PD) Services in accordance with the Specifications issued by the Board. In addition, all proposals must be submitted to the Business Administrator/Board Secretary in a sealed envelope marked "Proposal for Professional Development Services" no later than **June 7, 2023 at 11:00am.**
2. Before submitting a proposal, the Professional Development (PD) 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 Professional Development Firm may have shall be brought to the attention of the Business Administrator/Board Secretary 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 PD 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 an PD Firm from any obligation under his proposal. All amendments, revisions and clarifications shall become part of the contract documents. By submitting a proposal, the PD 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 PD 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 PD 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 PD 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 PD Firm shall be required to perform the following services for the Board, during the period of July 01, 2023 - June 30, 2024.

1. Provide comprehensive training and on-going coaching to all certificated staff.
 - a. This training shall be a combination of virtual and in-person workshops; books study teams; comprehensive summer institutes; in-class coaching; district professional development day workshops; and before and after school workshops.
2. Provide high-level, overview training to all other members of the district administrative team, including building leaders and central office leaders.
3. Provide books, documents, and video collections which can serve as turnkey resources for the Instructional Services team to support classroom teachers.

4. Work collaboratively with District staff to create a positive, professional culture that effectively inspires the entire district to embrace the Universal Design for Learning (UDL) philosophy of unit and lesson planning.

Qualifications

The Board is seeking an PD Firm that has experience and familiarity with Universal Design for Learning. All firms 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. A Firm 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 firm to perform its work.

Term

This contract will be for the period of July 1, 2023 - June 30, 2024. The Board may terminate the contract without cause upon thirty (30) days' written notice to the PD 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 PD 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 PD 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?
- K. Prior successful contracted services with district.

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 (30%)

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?

4. Continuity of Services (10%)

- A. How will the proposed work align with previously completed professional services on UDL.

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 PD 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 PD 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 PD 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 PD Firm, its officers, agents, servants and employees, as well as 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 Agreement, or the Board may elect to have the IT Firm provide the Board with legal representation at the PD 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 PD 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.

PROPOSAL FORM

The undersigned agrees to provide Professional Development 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 July 1, 2023 – June 30, 2024: _____

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

Service Rates:

Multi-Day Institute Fee	\$ _____/day
Daily Onsite Workshop Fee	\$ _____/day
Daily Onsite Coaching Fee	\$ _____/day
Daily Virtual Workshop Fee	\$ _____/day
	\$ _____/hour
Daily Virtual Coaching Fee	\$ _____/day
	\$ _____/hour
Webinar Fees	\$ _____/unit
Digital/Analogue Resources	\$ _____/unit
Daily rate for services (other):	\$ _____/hour
	\$ _____/day

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 PD 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: _____

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 and 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: _____

FORM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 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 July 1, 2023 and shall continue until June 30, 2024.

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 July 1, 2023 through June 30, 2024.

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 cancelled 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: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

Business Administrator

Date: _____

WITNESS:

BY: _____
Zelda-Spence Wallace
Board President

Date: _____

[PD FIRM'S NAME]

Date: _____

BY: _____

Name (printed):

Date: _____

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.

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:

1. 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.

During the course of the contract performance:

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

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. The successful bidder is required to comply with Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of this contract. The successful bidder is obligated to comply with the Act and to hold the owner harmless.

New Jersey Anti-Discrimination

The contract for this proposal shall require, if the bidder is awarded a contract or subcontract for the purposes of the contract, the bidder or anyone working for the bidder or contractor or subcontractor, agrees that they will not discriminate against any person who is qualified and ready to perform the work or, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as provided in this specification, New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq.

Bid Security/Guarantee; Bid Bond, Cashier's Check or Certified Check

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey. All bid bonds submitted must be signed and witnessed with original signatures. The Montgomery Township Board of Education will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for rejection of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. (**Please note:** The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Montgomery Township Board of Education).

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A.18A:18A-24.

Failure to submit a bid guarantee shall result in rejection of the bid. Uncertified business checks, personal checks or money orders are not acceptable and shall also result in rejection of the bid.

Performance Bond

The bidder to whom the award is made shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this contract. The surety for this bond shall be from a surety company authorized to do business in the State of New Jersey. The bidder shall pay for the cost of the bond.

Date of Bond must not be prior to the date of the contract and shall include the following information:

1. Correct Name of Contractor.
2. A Corporation, a Partnership or an Individual, as the case may be.
3. Correct name of Surety.
4. Phone and fax number of Surety.
5. If Contractor is a Partnership, all Partners shall execute bond.

In the event the bidder to whom the award is made defaults or fails to perform or finish the work required under the contract for any reason whatsoever, it shall become the unqualified obligation of the surety for the defaulting contractor to complete the contract in accordance with its terms following receipt of notice from the owner of such default. If the contractor defaults, the Board of Education will contact the bidder's surety for a replacement firm. The Board of Education reserves the right to approve the replacement firm. The bonds provided shall not be released until final acceptance of the work required and then only if any liens or claims have been satisfied.

The successful bidder shall execute a formal contract with the Board of Education in the form required. Such performance bond shall be furnished and such contracts shall be delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice of award. Failure to submit

these documents with the executed contract shall be cause for declaring the contract null and void. Also the bidder shall forfeit to the Board of Education as liquidated damages the check or bond submitted with the bid.

A new performance bond or renewal of said bond must be submitted upon the award of the renewal of the contract each year the contract is enforce.

Consent of Surety

Each bidder is required to submit with its bid a Consent of Surety certificate with Power of Attorney for full amount of bid price from a Surety Company licensed and authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 18A:18A-25.

Failure to submit consent of surety form shall result in rejection of the bid.

Statement of Ownership Disclosure Certification

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, including construction bids, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after proposals have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid 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 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 (609) 292-8700 or at <https://www.elec.nj.gov/>.

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.

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.

Miscellaneous Information

The vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Multiyear Contracts

The Montgomery Township Board of Education has the option to enter into a multiyear contract. The statutory length of which a contract is three years or less may include provisions for no more than one two-year or two one-year extensions. Any price change included, as part of an extension shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. No contract shall be extended so that it runs for more than a total of five (5) consecutive years (N.J.S.A.18A:18A-42).

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	<hr/>	<hr/>
Address Line 1	<hr/>	<hr/>
Address Line 2	<hr/>	<hr/>
City	<hr/>	<hr/>
State	<hr/>	<hr/>
Zip	<hr/>	<hr/>
Contact	<hr/>	<hr/>
Phone #	<hr/>	<hr/>
Fax #	<hr/>	<hr/>
E-mail	<hr/>	<hr/>

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: https://www.nj.gov/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: https://www.nj.gov/treasury/contract_compliance/ along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee is 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 maybe 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 form 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/pdforms/reg_a.pdf. 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 _____

Americans with Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

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

Montgomery Township Board of Education

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda Received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

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
			\$ -

☐

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

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

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)**

****Sign and notarize the form below, and, if necessary, complete the list below** (please attach additional sheets if more space is needed).

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

Part III

Disclosure of 10% or greater ownership in the Stockholders, Partners or LLC members listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded and any person holds a 10% 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 non-corporate 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: _____