

MONTGOMERY TOWNSHIP

BOARD OF EDUCATION

REQUEST

FOR

PROPOSALS

SEEKING THE SERVICES OF A

INSTRUCTIONAL TUTORING FIRM

TO PROVIDE ON-SITE TUTORING PERSONNEL

FOR THE MONTGOMERY TOWNSHIP

SCHOOL DISTRICT

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 Route 601

Skillman, New Jersey 08558

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, upon identifying a certain focus area, would like to increase intervention services and widen the breadth of knowledge of classroom instructors in the areas of differentiation, intervention and data collection. Montgomery Township School District is seeking a provider familiar with the principles of Universal Design for Learning and/or 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 Instructional Tutoring 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 Instructional Tutoring Firm" no later than November 14, 2023 at 11:00am.
2. Before submitting a proposal, the Instructional Tutoring provider 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 Instructional Tutoring provider 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

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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 tutoring provider 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 tutoring provider 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 tutoring provider 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 tutoring provider 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 Instructional Tutoring provider shall be required to perform the following services for the Board, during the period of Nov. 14, 2023 through August 31, 2024:

1. Provide up to 15 in-person, on-site tutors in ELA and Math who are able to meet the academic requirements of the NJSLs in grades 2-6.
2. Recruit, screen, fingerprints, and train all tutors to be placed in the MTSD.
 - a. Tutors will hold the credentials necessary to be a NJ substitute teacher **and** have experience in tutoring or similar work history.
3. Provide overview training to tutors regarding best practices when providing high-impact tutoring services.
 - a. Tutors will provide interventions lessons, collect formative assessment data, administer local assessment platform, analyze data, and collaborate in the students scheduling process.
4. Provide ongoing support to on-site tutors place in the MTSD.

5. Work collaboratively with district staff to place, schedule, and implement push-in tutoring for identified students.

Qualifications

The Board is seeking an instructional tutoring provider that has experience and familiarity with high-impact tutoring practices. 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 November 14, 2023 through August 30, 2024. The Board may terminate the contract without cause upon thirty (30) days' written notice to the Instructional Tutoring .

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 Instructional Tutoring . 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 instructional tutor provider, whose proposal best meets the needs of the Board in accordance with the evaluation criteria. The contract, if awarded, shall be awarded to the tutoring provider who submits the most

advantageous proposal based on price, qualifications, and other factors considered.

Preference will be given to those providers 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 provider 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 provider's experience and reputation in the field?
- C. Does the provider's proposal demonstrate a clear understanding of the scope of services?
- D. Is the provider's proposal complete and responsive in all aspects of the RFP?
- E. Does the provider demonstrate a track record of reliable and competent service?
- F. Does the provider demonstrate a past history of successful completion of similar undertakings?
- G. Does the provider's proposal reflect that it is well versed in all applicable requirements and practices?
- H. Does the provider's 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 provider's ability to accomplish the scope of work set forth in the RFP.
- J. Can provide additional PD personnel as needed?

2. Management Criteria (20%)

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

3. Cost of Services (40%)

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

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

References

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

Laws

The tutoring provider 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 tutoring provider 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	\$2,000,000e00
Workers' Compensation	Statutory

Prior to the commencement of services, the tutoring provider 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 tutoring provider 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 tutoring provider, its officers, agents, servants and employees, as well as subcontractor which the tutoring provider may employ. The Board may defend itself at the tutoring provider's expense from any claim or lawsuit which may arise out of the tutoring provider's performance or lack of performance under the terms of Agreement, or the Board may elect

to have the tutoring provider provide the Board with legal representation at the tutoring provider 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 tutoring provider 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 email proposals will be accepted.**
3. The Board of Education reserves the right to reject any or all proposals in whole.
4. The Board of Education reserves the right to contact references provided with the proposal.
5. Any departures from this RFP must be noted. Any conditions or terms must be written and included with the RFP.
6. Any Proposal not received by the date and time set forth in the RFP will not be considered by the Board. The Board assumes no responsibility for Proposals lost in the mail or received after the designated date and time for opening.

Confidentiality of Records

All records and files which are in any way connected with the services provided by the tutoring provider pursuant to the Specifications, shall remain the property of the Board, and at no time shall the tutoring provider assume ownership or control of the information for any reason. The tutoring provider providing services shall, without limitation of the aforementioned, comply with the confidentiality requirements of

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N.J.A.C. 6A:32-7.4 et seq., and the Family Education Rights Privacy Act.

Business Registration Certificate

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

Stockholder or Partnership Disclosure Statement

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

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

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

Law Against Discrimination

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

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

Pursuant to P.L. 2010, c.22, 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.

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Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

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

Criminal History Background Checks

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

Non-Collusion

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:42-21 et seq. and N.J.A.C. 6A:28.

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

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

Pay-to-Play Disclosure

The tutoring provider is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.d3 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

All proposers must submit the following forms:

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

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 November 14, 2023 - August, 2024: _____

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

Service Rates:

NJ Certificated Teacher Tutor \$ _____/hour

\$ _____/day

Bilingual Tutor \$ _____/hour

\$ _____/day

Instructional Tutor \$ _____/Hour

\$ _____/day

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

WITNESS:

(Affix corporate seal)
Representative

Authorized

Title: _____

AFFIDAVIT

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

Corporate Name of Respondent

Address

Telephone Number

Signature of Authorized Agent

Instructional Tutoring 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 a 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.e**

**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: _____

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

STATE OF _____) ss:
COUNTY OF _____)

In accordance with the RFP and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of the corporation's stock or all individual partners owning 10% or greater interest in that partnership is also listed.

I.

Name of Corporation/
Partnership

Address

Name of Corporation/
Partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use the reverse side for additional stockholders/partners.
II.

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

_____ _____ Name of Stockholder/Partner	Address
---	---------

_____ _____ Name of Stockholder/Partner	Address
---	---------

_____ _____ Name of Stockholder/Partner	Address
---	---------

_____ _____ Name of Stockholder/Partner	Address
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Use the reverse side for additional stockholders/partners.

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

Name of Contractor

By:

Name

Official Title

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under

this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.d et seq.

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

AFFIRMATIVE ACTION QUESTIONNAIRE AND CERTIFICATION

DO YOU HAVE FEDERAL APPROVAL? Yes _____ No _____

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

If yes, please submit a copy.

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

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

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

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

SIGNATURE _____ NAME _____

DATE _____ TITLE _____

AFFIDAVIT OF NON COLLUSION

STATE OF _____)
) ss:
COUNTY OF _____)

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

I am _____ of the firm of _____, the firm making the proposal for the above named project. I executed the proposal with full authority to do so. The proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in the proposal and in this affidavit are true and correct, and made with the full knowledge that the Ramapo Indian Hills Regional High School District Board of Education will rely upon the truth of the statements contained in the proposal and in the statements contained in this affidavit in awarding the contract for the services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

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

Notary Public of _____
My Commission expires / /20 .

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address:

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

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

Please check one of the following boxes:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 List. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the certification below.**

OR

- ☐ I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification. Failure to provide same will result in the Bid being deemed non-responsive and appropriate penalties or fines may be assessed.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the PD Firm, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the below.

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

Name: _____

Relationship to Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Completion Date: _____

Bidder/Vendor Contact Name: _____

Contact Phone Number: _____

POLITICAL CONTRIBUTION DISCLOSURE AFFIDAVIT

STATE OF _____)

ss:

COUNTY OF _____)

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

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

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

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

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

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

I aver that no reportable contributions have been made by
the proposer in violation of the provisions set forth in
N.J.A.C. 6A:23A-6e3. If the proposer is the lowest responsible
bidder, a completed PCD form shall be submitted to the Board
office ten (10)
days prior to the contract awarde

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

By: _____
Signature of Principal

(Name)

Notary Public of New Jersey

(Title)

My Commission expires __/__/

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

I hereby certify as follows:

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

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

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

Name of Company, Partnership or Organization:

Signed: _____

Title: _____

Print Name: _____

Date: _____

Circle One of the Following Which Applies:

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

or

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

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

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

I hereby certify as follows:

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

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

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

Signed: _____

Print Name: _____ **Date:** _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- 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

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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."

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
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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.

[illegible]

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

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FORM AGREEMENT

THIS AGREEMENT is made this 14th day of November, 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 impose 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 November 14, 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 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.

ARTICLE III
SERVICES

3.4 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 Nov 14, 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 installment 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

ARTICLE VI
FINANCIAL ARRANGEMENTS

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

ARTICLE VI
GENERAL TERMS AND CONDITIONS

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

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

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

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

6.4 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Board: Montgomery Township
 Board of Education
 1014 Route 601
 Skillman, New Jersey 08558
 Attn: Jack Trent, 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.**

6.45 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

Mr. Jack Trent
Business Administrator

BY: _____
Dr. Zelda Spence- Wallace
Board President

Date: _____

Date: _____

WITNESSE

[PD FIRM'S NAME]

BY: _____

Name (printed):

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after

notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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