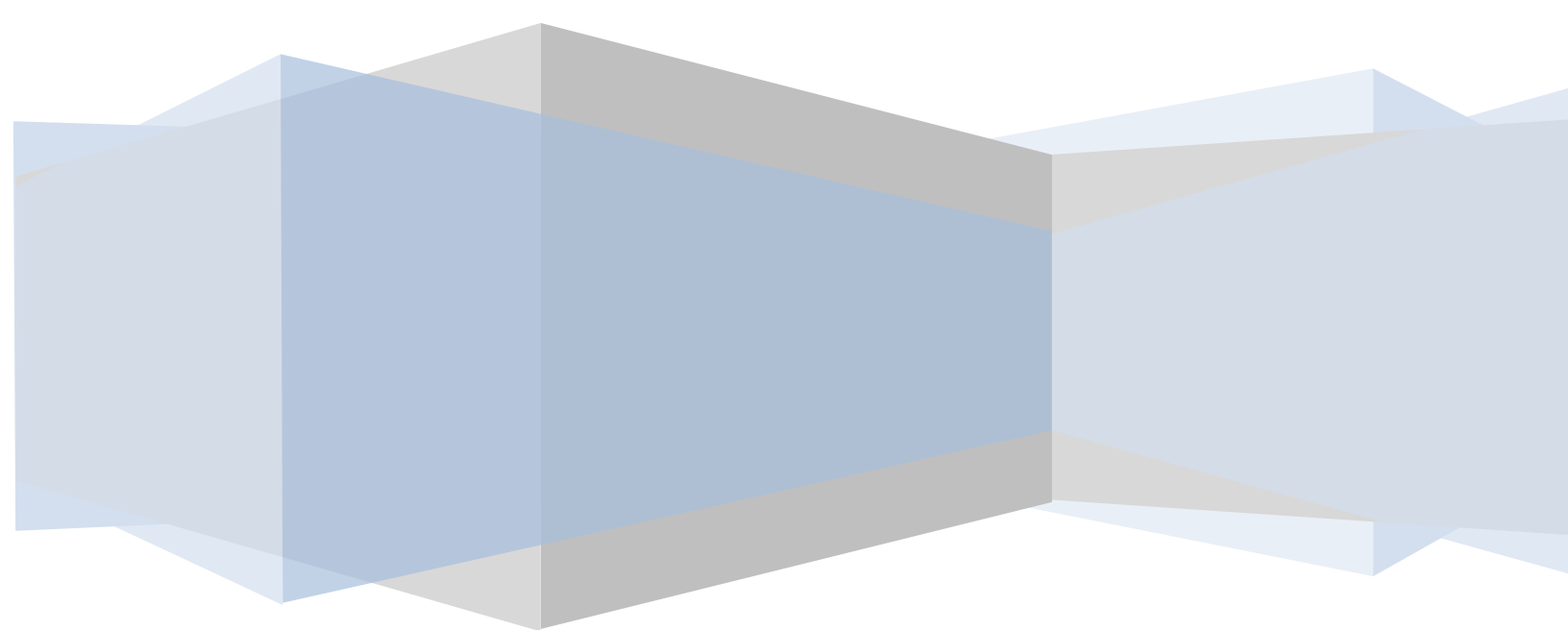


Robbinsville Board of Education



Professional Development: Literacy Coaching 2017-2018 and 2018-2019

Bid Opening: May 16, 2017





Robbinsville
SCHOOLS

155 Robbinsville Edinburg Road
Robbinsville, NJ 08691
Beth Brooks
609-632-0910 (2201)
bbrooks@robbinsville.k12.nj.us

**REQUEST FOR PROPOSALS
Competitive Contract
Professional Development: Literacy Coaching**

NOTICE is hereby given that the Robbinsville Public Schools Board of Education is accepting sealed Proposals for a Professional Development: Literacy Coaching until **10:00 AM on May 16, 2017**. Proposals should be submitted on the required forms, in a sealed envelope labeled **Professional Development: Literacy Coaching 2017-2018 and 2018-2019** and delivered to the Office of the Business Administrator as provided below:

**Robbinsville Public Schools
Attn: Ms. Beth Brooks, Business Administrator
155 Robbinsville Edinburg Road
Robbinsville, NJ 08691**

The Board assumes no responsibility for proposals that are improperly mailed or misdirected.

Upon release of this Request for Proposals (RFP), all vendor communications concerning this information request must be directed in writing no later than **4:00 PM on May 5, 2017** to the Business Administrator, who is the only authorized contact person for the RFP. Any contact or lobbying regarding this RFP with any elected, appointed official or employee of the School District or Township other than the Business Administrator can and will result in disqualification. Any oral communications will be considered unofficial and non-binding on the School District.

**Name: Ms. Beth Brooks
Address: 155 Robbinsville Edinburg Road
Robbinsville, NJ 08691
Telephone: (609) 632-0910 Ext. 2201
E-mail: bbrooks@robbinsville.k12.nj.us**

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the proposer who is determined to be the most advantageous, to the District based upon the evaluation criteria. The Robbinsville Board of Education reserves the right to waive any and all guidelines and requirements herein and to reject any and all Proposals in accordance with the Public School Contracts Law. Competitive contracting shall be in conformance with all applicable federal, state and municipal laws including the Public School Contracts Law of the State of New Jersey N.J.S.A. 18A:18A-1 et seq. and 40A:11-4.5 Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

By Order of the Robbinsville Board of Education,
Mercer County, New Jersey

Beth Brooks, Business Administrator

1. BACKGROUND INFORMATION

The Robbinsville School District has an enrollment of approximately 3,085 students configured in three schools; Sharon Elementary School, grades K to 4 (1088 students), Pond Road Middle School, grades 5 to 8 (1022 students), and Robbinsville High School, grades 9 to 12 (975) students.

The Robbinsville Board of Education is currently accepting proposals from qualified vendors to provide comprehensive Literacy Coaching that is aligned to the New Jersey Student Learning Standards. The professional development will target Literacy teachers in grades 6-8 and will address all the components of a Balanced Literacy approach.

2. PROPOSALS

Vendors must submit three copies (1 original and 2 copies) of your company's proposal to the attention of:

Beth Brooks
School Business Administrator / Board Secretary
Robbinsville Board of Education
155 Robbinsville Edinburg Road
Robbinsville, NJ 08691

Proposals must be sealed, marked "**Professional Development: Literacy Coaching**" and be received by 10:00 AM on May 16, 2017. Any proposal not received by this deadline shall not be considered. All vendor communications concerning this information request must be directed in writing no later than 4:00 p.m. on May 5, 2017.

Proposals will be evaluated by a committee after the submission deadline. The Robbinsville School District shall be the only judge of the acceptability of the proposal and its conformance with the specifications provided herein.

Proposals must address the following three components and will be evaluated and awarded by providing the corresponding weights to the criteria as indicated.

Technical Criteria = 60%
Management Criteria = 20%
Cost Criteria = 20%

The Board of Education shall have the right to reject all proposals for any of the reasons set forth in 18A:18A-22.

The successful proposal is subject to a written contract between the contractor and the Board of Education that is acceptable to the Board Attorney.

3. CRITERIA OVERVIEW

Proposals will be evaluated by considering the following factors:

- How well the vendor's proposal demonstrates and understanding of the scope of the work and related objectives;
- The completeness and responsiveness of the proposal in relation to the specific RFP requirements;
- Whether the past performance of the vendor's proposed methodology has been documented;
- Innovative techniques proposed by the vendor; and
- Concerning the cost criteria, evaluators will consider not just how the cost of a given proposal compares with other proposal's costs, but specifically how its cost compare to that of proposals with similar scores in the technical areas.

Disclaimer:

The requirements presented are indicative of the district's desire to secure a 6-8 Literacy Professional Development Program plan and are not intended to be an exhaustive list or a list of disqualifiers for proposals that do not contain every feature. The successful proposal will be a best fit based upon the overall evaluation criteria, with cost as only one aspect.

A. TECHNICAL CRITERIA (60%)

The proposal must demonstrate the vendor's ability to successfully provide the services discussed in the Technical Criteria as well as the technical support services provided by the vendor. Descriptions should include assistance with identifying and articulating a vision, creating high performance expectations, fostering acceptance of group goals, and monitoring organizational performance. All ongoing costs for these services must be detailed in the proposal.

The successful professional development vendor must provide a comprehensive proposal that easily integrated within our current curriculum model includes all of the components of a Balanced Literacy Approach and addresses the New Jersey Student Learning Standards.

The application must:

- Provide a clear timeline for delivery of services (i.e., strategic planning sessions, workshop delivery, post workshop reflections and reporting) for school years 2017-2018 and 2018-2019.
- Design professional development experiences that are clearly aligned to the New Jersey Student Learning Standards.
- Convey a deep understanding of the research derived from the ELA Balanced Literacy approach.
- Provide a clear long-term implementation strategy that includes individuals internalizing the skills, modeling the skills, and directly teaching the skills.
- Indicate a clear understanding of the need for sustained professional development as the way to improved literacy instruction.
- Create a comprehensive implementation plan to align a Balanced Literacy approach with the New Jersey Student Learning Standards.
- Provide a professional development plan that includes approximately 6-8 literacy coaching days throughout each school year (2017-2018 and 2018-2019).
- Include formative and summative assessments as a part of workshop structure.
- Provide a structure for working with faculty to develop implementation strategies aligned with the New Jersey Student Learning Standards.
- Provide recommended resources and support material for teachers to deepen understanding.
- Provide ongoing support for faculty between workshops.

In addition, the successful vendor must:

- Guarantee a competitive total cost

B. MANAGEMENT CRITERIA (20%)**The proposal should contain evidence of the following:**

- Description of the business organization
- Years of experience between your company and other school districts, delivering programs and services that meet all of the Technical and Cost Saving Criteria.
- Proposals should identify at least 3 public school references

- The Reference District list must identify a person with first-hand knowledge of the work in that school district and provide contact information for that person
- Must demonstrate a clear understanding of the scope of the work

C. COST CRITERIA (20%)

All costs included but not limited to:

- Implementation cost
- Vendor's fees
- Professional Development for district personnel

Any supplemental information that will help the district evaluate your proposal should be included. Be specific in replying to the criteria, providing the qualification information and meeting the other requirements of this RFP.

4. VENDOR'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the contractor to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

5. DOCUMENTS, MISSING/ILLEGIBLE

The contractor shall familiarize himself with all forms* provided by the Board that are to be returned with the proposal. If there are any forms that the Board is to provide that are either missing or illegible, it is the responsibility of the contractor to contact the School Business Administrator at (609-632-0910, Ext. 2201) for duplicate copies of the forms. This must be done before the proposal date and time. The Board accepts no responsibility for duplicate forms that were not received by the contractor in time for the bidder to submit with his proposal.

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

*Forms provided by the Board of Education that must be returned with proposal.

- Affirmative Action Questionnaire or Affirmative Action Evidence – Attachment A
- Non Collusion Affidavit – Attachment B
- Stockholders' Disclosure/ Ownership Declaration – Attachment C
- Chapter 271 – Political Contribution Disclosure Form – Attachment D
- Americans with Disabilities Act of 1990 Certification – Attachment E
- Disclosure of Investment Activities in Iran – Attachment F
- Acknowledgement of Addenda – Attachment G
- Contractor / Vendor Questionnaire and Certification – Attachment H

6. REQUIRED DOCUMENTATION

A. AFFIRMATIVE ACTION REQUIREMENTS (Attachment A)

Each contractor shall submit to the district one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form. Failure to meet the requirements of this request may result in disqualifying the contractor from further consideration.

“If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.”

B. NON-COLLUSION AFFIDAVIT (Attachment B)

A notarized Non-Collusion Affidavit must be submitted with the proposal. (N.J.S.A. 2A:93-6)

C. STOCKHOLDERS’ DISCLOSURE (Attachment C)

All contractors are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. (N.J.S.A. 52:25-24.2)

D. POLITICAL CONTRIBUTIONS DISCLOSURE REQUIREMENTS (Attachment D)

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

1. Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a2)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et. Seq.) to a member of the board of education during the preceding one year period.”

2. Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a2,3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. Seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

3. Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a4)

All bidders shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the contractor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

E. AMERICANS WITH DISABILITIES ACT OF 1990 CERTIFICATION (Attachment E)

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Contractor is required to read the American with Disabilities language attached hereto and made a part of this Contract as Exhibit A and agrees that the provisions of Title II of the Act are made a part of the Contract. The Contractor is obligated to comply with the Act and to hold the Board of Education harmless.

F. DISCLOSURE OF BUSINESS ACTIVITIES WITH IRAN (Attachment F)

The Robbinsville Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

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 a certification attesting, 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 Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Divisions website

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

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities 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 on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

G. ACKNOWLEDGEMENT OF ADDENDA (Attachment G)

The Respondent shall receipt of any Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of the contract. The Respondent shall list the numbers and issuing dates of the Addenda or, in the event that none have been issued, place a checkmark in the appropriate box.

H. CONTRACTOR / VENDOR QUESTIONNAIRE & CERTIFICATION (Attachment H)

The vendor must certify direct or indirect interests with the Board of Education as well as certify that no gifts, gratuities, compensation or contributions have been offered or paid.

I. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all contractors may submit with their proposal a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. The contractor that is awarded the contract shall provide the New Jersey Business Registration Certification to the district.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

7. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen’s Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

Contractor is to comply with the New Jersey State Uniform Construction Code and the Township of Robbinsville Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

8. TERM OF CONTRACT

The successful contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications for the length of the contract.

9. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

10. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Contractors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

11. INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

12. LIABILITY – COPYRIGHT

The contractor shall hold and save the Robbinsville Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

13. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all contractors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

Contractors, service providers, and contractors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;

- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Robbinsville Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Robbinsville Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the contractor to deliver goods and materials are not considered to be subcontractors.

14. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 54:32B-1 et. Seq.), and does not pay any sales or use taxes. Individuals submitting proposals should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Robbinsville Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

15. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

Submission Process

I. Proposal Submission Process, Format, and District Contacts:

A. General:

Vendors must submit three copies (one original and 2 copies) of the proposal to the RFP point of contact no later than **10:00 AM on May 16, 2017**. Proposals received after this date will not be considered.

B. Schedule:

PROFESSIONAL DEVELOPMENT LITERACY COACHING PROPOSAL SCHEDULE	
Date	Action Step
April 26, 2017	Advertise RFP in Trenton Times
May 5, 2017 – 4:00 PM	Deadline for vendor questions regarding RFP
May 16, 2017 – 10:00 AM	Deadline for RFP Submissions to District Office
May 23, 2017	Award of Proposal at BOE Meeting

C. Proposal Format:

All proposals must contain the following information:

1. Transmittal Letter

Provide a one page letter of introduction. The letter should identify the vendor’s point of contact for the duration of the proposal process and state that the contents of the proposal are valid for sixty days. Please include contact information.

2. Executive Summary

The Executive Summary should summarize briefly the key points of the proposal with an emphasis upon features of the proposal that position it as a “best fit” solution given the criteria in the RFP.

3. Vendor Qualifications and Background

Submit a summary that provides the history, qualifications, and experience of the vendor. Successful case study summaries involving similar proposals will be helpful.

4. Proposal for Services

The proposal should address the technical and cost criteria detailed above.

5. Sample contract

The sample contract must detail all aspects of the anticipated agreement, including levels of support, fees, and anticipated costs. A proposal can also include levels of analysis at varying costs if this is perceived to be beneficial.

6. Price Proposal

The proposal should provide the vendor’s best price for meeting the needs of this RFP. Include an itemized description of all that is included for that price.

7. References

Please supply contact information for three references for similar design proposals in the past five years.

8. Attachments

Please include all required attachments with proposal.

- Affirmative Action Questionnaire or Affirmative Action Evidence – Attachment A
- Non Collusion Affidavit – Attachment B
- Stockholders' Disclosure/ Ownership Declaration – Attachment C
- Chapter 271 – Political Contribution Disclosure Form – Attachment D
- Americans With Disabilities Act of 1990 with Certification – Attachment E
- Disclosure of Investment Activities with Iran – Attachment F
- Acknowledgement of Addenda – Attachment G
- Contractor / Vendor Questionnaire & Certification – Attachment H
- Also include Business Registration Certificate

9. Additional Documentation

Please include any other documentation believed to be beneficial to the district in making a selection.

D. Confidential Information

If your proposal response contains trade secrets or proprietary information that should remain confidential, please indicate so clearly in your proposal.

E. District Contact

Beth Brooks, School Business Administrator
609-632-0910 (2201)
bbrooks@robbinsville.k12.nj.us

F. Miscellaneous Legal Requirements

The Board of Education shall have the right to reject all proposals for any of the reasons set forth in N.J.S.A. 18A:18A-22. Proposals will remain open for at least sixty (60) days from the deadline for submission of proposals.

The successful vendor shall comply with, and shall require that anyone providing services on behalf of the vendor in the performance of the awarded contract comply with, all applicable requirements of state and federal law. Without limiting the foregoing, the successful vendor and anyone providing services on its behalf in the performance of the contract shall comply with: (a) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990; and (b) the conflict of interest standards of N.J.S.A 18A:12-21 et seq.

Pursuant to N.J.S.A. 52:25-24.2, vendors shall submit with their proposals, or prior to the Board's receipt of proposals, a statement setting forth the names and addresses of all stockholders if the vendor is a corporation, or partners if vendor is a partnership, who own or control a ten percent (10%) or greater interest therein. If one or more stockholder or partner is itself a corporation or partnership, the vendor shall submit such further disclosures as are required by law and this RFP.

Pursuant to N.J.S.A. 52:32-44, all vendors shall submit with their proposals a copy of their "New Jersey Business Registration Certificate" as issued by the New Jersey Department of Treasury. Failure to provide the New Jersey Business Registration Certification with the proposal, or prior to award of a contract, will be cause for the rejection of the proposal.

All vendors shall submit with their proposal a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the District to determine whether the vendor is in compliance with N.J.A.C. 6A:23A-6.3. Any business entity doing business with a School District is precluded from making any reportable contributions to any member of the Board of Education during the term of the contract.

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

After notification of award of contract but prior to execution of this Agreement, Service Provider shall submit to the Board, Office of Financial Services, one of the following documents;

- A. Copy of Letter of Federal Approval indicating that the vendor is under an existing federally-approved affirmative action program, or,
- B. Copy of Certificate of Employee Information Report issued in accordance with N.J.A.C., 17:27-1.1 et seq., as evidence of vendor's compliance with the regulations, or
- C. Copy of completed Initial Employee Information Report, Form AA302, that vendor submitted to the New Jersey Department of Treasury, Division of Contract Compliance/Equal Employment Opportunity in Public Contracts ("Division"),

The Board will furnish the vendor, upon request, with a blank AA302 report for completion. The Board and the successful vendor shall incorporate into the final contract the mandatory equal employment opportunity language required by N.J.A.C. 17:27 for goods, professional services, and general service contracts, attached hereto as Exhibit A, and the vendor agrees to comply fully with its terms.

Attachments

**Attachment A
Complete and Return with Proposal**

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes No
If yes, please attach a copy of the plan to this questionnaire.
2. Our company has a N.J. State Certificate of Employee Information Report Yes No
If yes, please attach a copy of the certificate to this questionnaire.
3. If you answered **“NO”** to both questions No. 1 and 2, you must apply for an affirmative action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

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

- a. Click on “Employee Information Report
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

Attachment A – Continued
Complete and Return with Proposal

**INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Attachment A – Continued
Complete and Return with Proposal

Form AA302
 Rev. 10/08

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the Form, go to: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDDING CONTRACT				
	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR		
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

**Attachment B
Complete and Return with Proposal**

NON-COLLUSION AFFIDAVIT

Re: Literacy Coaching Professional Development

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
Position in Company

and the contractor making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential contractors, or otherwise taken any action in restraint of free, competitive contracting in connection with the above named proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the City of Robbinsville relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Contractor)

Subscribed and sworn to: _____
(Signature of Contract Contractor)

before me this _____ day of _____,
Month Year

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____, _____
Month Day Year - Seal -

**Attachment C
Complete and Return with Proposal**

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|---|---|
| <input type="checkbox"/> <u>Corporation--</u> | <input type="checkbox"/> <u>Limited Partnership--</u> |
| <input type="checkbox"/> <u>Partnership--</u> | <input type="checkbox"/> <u>Limited Liability Corp.--</u> |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Other-_____</u> |

No corporation “or partnership” shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be.” If one or more such stockholder “or partner” is itself a corporation “or partnership”, the stockholder holding 10% or more of that corporation “or partnership” the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL. In the event that there are no persons who own ten percent or more of the stock or ownership of the proposalder, then such fact should be certified below as part of this disclosure.

Name of Company _____
 Address _____
 City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

Owner’s Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ **Date** _____

**Attachment C (Continued)
Complete and Return with Proposal**

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here if additional sheets are attached.

SIGNATURE OF AUTHORIZED AGENT

TITLE

Complete and Return with Proposal

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

(Business Entity)

has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that

(Business Entity)

made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51

1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25

2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity proposalding thereon or negotiating therefor, to submit along with its proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13

3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

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

County Name: Mercer

State: Governor, and Legislative Leadership Committees

Legislative District #s: 12, 14, 15, & 30 (State Senator and two members of the General Assembly per district)

County:

Freeholders	County Clerk	Sheriff
County Executive	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

East Windsor Township	Pennington Borough
Ewing Township	Princeton Borough
Hamilton Township	Princeton Township
Hightstown Borough	Trenton City
Hopewell Borough	Washington Township
Hopewell Township	West Windsor Township
Lawrence Township	Pennington Borough

Boards of Education (Members of the Board):

East Windsor Regional
Ewing Township
Hamilton Township
Hopewell Valley Regional
Lawrence Township
Princeton Regional
Washington Township
West Windsor-Plainsboro Regional

Fire Districts (Board of Fire Commissioners):

Chesterfield-Hamilton Fire District No. 1	Hamilton Township Fire District No. 9
Hamilton Township Fire District No. 2	Hopewell Borough Fire District No. 1
Hamilton Township Fire District No. 3	Hopewell Township Fire District No. 1
Hamilton Township Fire District No. 4	Hopewell Township Fire District No. 2
Hamilton Township Fire District No. 5	Hopewell Township Fire District No. 3
Hamilton Township Fire District No. 6	Pennington Borough Fire District No. 1
Hamilton Township Fire District No. 7	Washington Township Fire District No. 1
Hamilton Township Fire District No. 8	Hamilton Township Fire District No. 9

Complete and Return with Proposal

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Robbinsville Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 the 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 the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges 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's 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 proceeding 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 at law.

Certification

I certify, that the Contractor is in full compliance with and will continue to comply with the Americans with Disabilities Act 42, U.S.C. 12101 et. seq. and its implementing regulations.

NAME OF COMPANY _____

ADDRESS _____

AUTHORIZED BIDDER _____
(Print or Type)

TITLE _____ DATE _____
(Print or Type)

SIGNATURE _____

**Attachment F
Complete and Return with Proposal**

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN											
Quote Number:	<input style="width: 80%;" type="text"/>										
	Bidder/Offeror: <input style="width: 80%;" type="text"/>										
<p>PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.</p> <p>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 Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he 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 party</p> <p>PLEASE CHECK THE APPROPRIATE BOX:</p> <p><input type="checkbox"/> 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 <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("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.</p> <p>OR</p> <p><input type="checkbox"/> 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 Department's 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 below. <u>Failure to provide such will result in the proposal being rendered as non-responsive</u> and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>											
<p>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 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.</p> <p>EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; padding: 5px;">Name <input style="width: 95%;" type="text"/></td> <td style="width: 55%; padding: 5px;">Relationship to Bidder/Offeror <input style="width: 95%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Description of Activities <input style="width: 95%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Duration of Engagement <input style="width: 45%;" type="text"/></td> <td style="padding: 5px;">Anticipated Cessation Date <input style="width: 45%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/></td> <td style="padding: 5px;">Contact Phone Number <input style="width: 45%;" type="text"/></td> </tr> </table> <p style="text-align: center; margin-top: 10px;"><input type="button" value="ADD AN ADDITIONAL ACTIVITIES ENTRY"/></p>		Name <input style="width: 95%;" type="text"/>	Relationship to Bidder/Offeror <input style="width: 95%;" type="text"/>	Description of Activities <input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>		Duration of Engagement <input style="width: 45%;" type="text"/>	Anticipated Cessation Date <input style="width: 45%;" type="text"/>	Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/>	Contact Phone Number <input style="width: 45%;" type="text"/>
Name <input style="width: 95%;" type="text"/>	Relationship to Bidder/Offeror <input style="width: 95%;" type="text"/>										
Description of Activities <input style="width: 95%;" type="text"/>											
<input style="width: 95%;" type="text"/>											
Duration of Engagement <input style="width: 45%;" type="text"/>	Anticipated Cessation Date <input style="width: 45%;" type="text"/>										
Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/>	Contact Phone Number <input style="width: 45%;" type="text"/>										
<p><small>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; that the State of New Jersey 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 State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</small></p>											
Full Name (Print): <input style="width: 45%;" type="text"/>	Signature: <input style="width: 45%;" type="text"/>										
Do Not Enter PIN as a Signature											
Title: <input style="width: 45%;" type="text"/>	Date: <input style="width: 45%;" type="text"/>										

Complete and Return with Proposal

ACKNOWLEDGEMENT OF ADDENDA

Proposal Name _____

Date of Bid Opening _____

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

Addenda #	Issuing Date

No Addenda Received

Name of Company _____

Address _____

Name of Authorized Representative _____

Signature _____ Date _____

**Attachment H
Complete and Return with Proposal**

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Name _____
Bid Opening Date _____
Name of Company _____
Address _____
Business Phone Number _____ Emergency Phone Number _____
FAX No. (____) _____ E-Mail _____
FEIN No. _____ Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the ANYTOWN Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

Signature

Attachment I

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., 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 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**FEDERAL CONTRACT
REQUIREMENTS
2 CFR PART 200 et seq.**

ADDENDA

Public Works, Goods and Services; Food Services Contracts

REVIEW AND SIGN:

Attachment A (Page 10 of 13)
Attachment B (Page 11 of 13)
Attachment C (Page 12 of 13)

SUBMIT FORMS WITH BID PACKAGE

Beth Brooks
School Business Administrator
Board Secretary

Federal Contract Requirements Addendum

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.** including, but not limited to, the following:

Please Note: *Food Services Contracts*

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

Contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts and the following Federal Regulations:

- National School Lunch Program 7 CFR 210.21
- School Breakfast Program 7 CFR 220.16
- Special Milk Program 7 CFR 215.14(a)
- Summer Food Service Program 7 CFR 225.17
- Buy American 7 CFR 210.21(d)

Specific Contract Requirements

1. The Contractor shall comply with all aspects of the Board's Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.
2. The Department of Education has the authority to require changes to this Contract and include remedies, changed conditions, access in records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
3. ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:
 - A. ***Equal Employment Opportunity*** –*If the contract exceeds \$10,000, it shall contain a provision requiring compliance with E.O. 11246 -- Equal Employment Opportunity, as amended by E.O. 11375 -- Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 -- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard of Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

(See Attachment A to this Addendum for goals and timetables for minorities and women.)

Contractor's compliance with Executive Order 11246 shall be based upon its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Standard Federal Equal Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of

its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer Identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980)

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-46 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work

Involving any construction trade, It shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the

organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive

Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (eg., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (eg., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-42 and the specifications set forth in 41 CFR 60-43 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct 20, 1978; 43 FR 51401, Nov 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted/performed in the covered area). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

Small Minority and Women's Businesses.

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses on solicitation lists; (2) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

B. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) -- All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 -- Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- C. ***Davis-Bacon Act***, as amended (40 U.S.C. 276a to a-7) -- When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5 -- Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- D. ***Contract Work Hours and Safety Standards Act*** (40 U.S.C. 327-333) -- Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. ***Rights to Inventions Made Under a Contract or Agreement*** -- Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 -- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.
- F. ***Clean Air Act*** (42 U.S.C. 7401 et seq.) and the ***Federal Water Pollution Control Act*** (33 U.S.C. 1251 et seq.), as amended--Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- G. ***Byrd Anti-Lobbying Amendment*** (31 U.S. C. 1352) -- Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. **(See Attachment B to this Addendum)**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

- H. **Debarment and Suspension** (E.O. 12549 and E.O. 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension. **SAM Exclusions** contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) **(See Attachment C to this Addendum)**
- I. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)
- J. The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

4. **CODES OF CONDUCT CONFLICTS OF INTERESTS/GRATUITIES**

- A. The Board, Contractor and its Subcontractors will follow, maintain and comply with a written code of standards of conduct that govern the performance of their employees engaged in the award and administration of contracts including, but not limited to, compliance with the School Ethics Act at N.J.S.A.18A:12-21 et. seq. In addition no employee, officer or agent of the grantee or sub-grantee shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (i.) the employee, officer or agent, (ii.) any member of his immediate family, (iii.) his or her partner, or (iv), an organization which employs, or is about to employ any of the above has a financial or other interest in the firm selected for award.
- B. The Board of Education, its officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value, if not in violation of the School Ethics Act. To the extent permitted by State or Local Law, applicable Rules or Regulations, and as prescribed by the School Ethics Act, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's, officers, employees, or agents, or by contractors or their agents. Additional prohibitions relative to real, apparent, or potential conflicts of interest shall be governed by the School Ethics Act at N.J.S.A. 18A:12-21. (Ref. 2 CFR 200.318 (c) (1))

Complete, Sign & Return

Complete, Sign & Return

ATTACHMENT A

Goals and Timetables for Minorities and Women

Construction Projects ONLY

Please complete and sign:

- Applicable – Please provide goals and timetables; complete below**
- Not Applicable – Check off and complete below**

Name of Company: _____

Address: _____

City, State, Zip: _____

Signature: _____

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

*Last Name: Suffix:

*Title:

*SIGNATURE: *DATE:

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212 , for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

The Construction Contract with the Board shall contain the following provisions:

- b. The Contractor shall post a maintenance bond with a term of two (2) years to protect the Board against faulty materials or defective work that shall appear within a period of two (2) years from the date of final payment or acceptance of the work by the Board, whichever is later.
- c. If the Contractor shall fail to perform any aspect of the work in accordance with the requirements of the Contract, the Board may, upon five (5) days written notice to the Contractor and without prejudice to its other rights and remedies under the Contract, the Public School Contracts Law, and applicable rules and regulations, correct the defective work and deduct the cost thereof from payment due or to become due the Contractor.
- d. The Board may withhold all or part of a payment to the Contractor for defective work not remedied.
- e. The Board has the right to terminate the Contract if the Contractor repeatedly refuses to perform the terms and conditions of the Contract or if the Contractor violates or disregards federal, state and local laws or, the directives of the Board or its Contract Administrator. The Board, upon the written recommendation of its Contract Administrator that sufficient cause exists to justify such termination, shall provide the Contractor with seven (7) days written notice of termination of the Contract containing the reasons for the termination, the effective date and may finish the work with another Contractor or take other remedies that may be legally available and the Contractor shall not be entitled to any further payment.
- f. If the expense of completing the work exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the Board.
- g. The Board may upon seven (7) days written notice to the Contractor and at any time after the execution of this Contract, terminate or reduce the services of the Contractor to be undertaken hereunder for any reason, including but not limited to, the Board's convenience, abandonment of the project, or the unavailability of funds to complete the work. In the event of such termination, the Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.
- h. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof.