

HOLMDEL TOWNSHIP SCHOOLS

65 McCampbell Road

Holmdel, NJ 07733

***REQUEST FOR PROPOSAL
(RFP)***

**GENERAL COUNSEL
LEGAL SERVICES**

RFP #20-04

Submission Date:

Wednesday, July 10, 2019

11:00 a.m.

LEGAL NOTICE

The Business Administrator/Board Secretary of the Holmdel Township Schools in the County of Monmouth State of New Jersey, by authority of said board, solicits **PROPOSALS GENERAL COUNSEL LEGAL SERVICES RFP #20-04**. Responses are due to be received at the Business Office of the Holmdel Township Schools, located at 65 McCampbell Road up to 11:00 AM prevailing time on **Wednesday, July 10, 2019**.

REQUEST FOR PROPOSAL
GENERAL COUNSEL LEGAL SERVICES RFP #20-04

Specifications and full information may be obtained at the Business Office, Administration Building, located at 65 McCampbell Road, Holmdel, NJ 07733

All Proposals must be submitted on proposal form which will be furnished upon application at the Office of the Holmdel Township Schools.

All proposals are required to comply with the requirements of P.L. 1975, C 127(N.J.A.C. 17:27) Affirmative Action.

The Holmdel Township Schools Board of Education reserves the right to reject any or all proposals.

By order of the Holmdel Township Schools Board of Education.

Michael R. Petrizzo, CPA
Business Administrator/Board Secretary
Holmdel Township Schools
Board of Education
65 McCampbell Road
Holmdel, NJ 07733

Date: May 30, 2019

Purpose & Intent

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide General Counsel Legal Services to the Holmdel Township Schools.

Proposals are being solicited through a fair and open process. Under N.J.S.A. 18A: 18A-5 (a) (1) professional services are not required to be bid or advertised and the board is not required to award on the basis of lowest price and will award pursuant to the merit-based evaluation criteria outlined in this RFP. This RFP is issued to ensure that the School District selects the firm that will provide a combination of the best service at a fair and competitive price. All respondents agree, by submitting a response to the RFP, that the decision of the Holmdel Township Schools is final. The Holmdel Township Schools reserves the right to reject any or all proposals.

Background

The Holmdel Township Schools general fund budget for the 2019/2020 school year is \$62,132,257. The School District provides education to students in grades Pre-K through 12 serving over 3,000 students, enrolled in its four schools.

An elected nine-member Board of Education (the "Board") serves as the policy maker for the School District. The Board adopts an annual budget and directly approves all expenditures which serve as the basis for control over and authorization for all expenditures of School District tax money.

The Superintendent is the chief executive officer of the School District, responsible to the Board for total educational and support operations. The Business Administrator/Board Secretary is the chief financial officer of the School District, responsible to the Board for maintaining all financial records, issuing warrants in payment of liabilities incurred by the School District and acting as custodian of all School District funds.

Scope of Work – General Counsel Legal Services exclusive of (1) Special Education matters and (2) Negotiation of Collective Bargaining Agreements

1. Provide legal research and/or advisory opinions as needed;
2. Represent the Holmdel Township Schools' interest in all matters in federal and state courts as well as administrative tribunals and forums;
3. Review and/or draft all contracts, Inter-Local and Inter-Agency agreements;
4. Attend all meetings of the Holmdel Township Schools Board of Education;
5. Be readily available for meetings with the President, representatives of the Board of Education, or the district administrators upon request;
6. Advise the Holmdel Township Schools of changes in state and federal law and regulations, as well as court decisions, which will impact the district;

7. Review and advice for legal notices, resolutions, board policies, and matters of district governance;
8. Review and advice in matters of procurement and service contracts, bid specifications, bidding matters, contract preparation and execution, and remedies of contract disputes;
10. Provide advice and counsel on all matters related to regular students including discipline, attendance, adherence to rules and regulations, etc.;
11. Represent the Board in matters involving interface with the municipal governing bodies including planning and adjustment boards, financial matters, jurisdictional matters, etc and with state agencies such as the EDA, DOE, EPA, OSC as needed;
12. Provide assurance statements as required for financial audits and grant compliance;
13. Any other matters as directed by the Holmdel Township Schools.

Evaluation Criteria

The following criteria, not necessarily listed in order or significance, will be used to evaluate proposals. These evaluation criteria categories may be used to develop more detailed criteria for the evaluation process.

1. Management Criteria - analysis of respondent's personnel structure and proposed staffing:
 - i. Project management:
 - (1) How well does the proposed response time meet the contracting unit's needs?
 - ii. History and experience in performing the work:
 - (1) Does the respondent document a record of reliability, responsiveness and on-budget implementation?
 - (2) Does the respondent demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
 - (3) Does the respondent document industry or program experience?
 - (4) Does the respondent have a record of moral integrity?
 - iii. Availability of personnel, facilities, equipment and other resources:
 - (1) To what extent does the respondent rely on in-house resources vs. contracted resources?
 - (2) Are the availability of in-house and contract resources documented?
 - iv. Qualification and experience of personnel:
 - (1) Does the respondent demonstrate cultural sensitivity in hiring and training staff?
2. Technical Criteria - analysis of approach proposed by respondent in providing the requested services:
 - i. Proposed methodology:
 - (1) Does the respondent's proposal demonstrate a clear understanding of the scope of work and related objectives?
 - (2) Is the respondent's proposal complete and responsive to the specific RFP requirements?
 - (3) Has the past performance of the respondent's proposed methodology been documented?
 - (4) Does the respondent's proposal use innovative technology and techniques?

3. Cost Criteria - analysis of pricing for services requested:

i. Cost of services to be performed – All responses must include hourly rates for all levels of personnel, and a projection of what percentage of service will be performed by each level of personnel identified

(1) Relative cost: How does the cost compare to other similarly scored proposals?

(2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

ii. Assurances of performance:

(1) If required, are suitable bonds, warranties, or guarantees provided?

(2) Does the proposal include quality control and assurance programs?

iii. Respondent's financial stability and strength:

(1) Does the respondent have sufficient financial resources to meet its obligations?

For a proposal to be considered responsive, response must address each item, as listed in the evaluation headings, with a narrative that includes an answer to each listed question. To facilitate review, each respondent is required to rewrite the section, as well as the question as a heading, and then provide a narrative response. All items and forms as requested in the RFP MUST be included in the response to the RFP, in order for it to be considered responsive. The proposal shall be signed by an individual authorized to bind the responding party.

Other Required Submissions

Each response must include the following information in its proposal:

1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Non-Collusion Affidavit
3. Stockholder/Partnership Disclosure Affidavit, and Ownership Declaration
4. Chapter 271 Political Contribution Disclosure Form
5. Proof of Business registration (N.J.S.A. 52:32-44)

One (1) original and Five (5) copies of the proposal are to be submitted in a sealed envelope clearly marked “Response to General Counsel Legal Services RFP #20-04” no later than **Wednesday, July 10, 2019 at 11:00 a.m.** Proposals are to be submitted to:

Michael R. Petrizzo, CPA
Business Administrator/Board Secretary
Holmdel Township Schools
65 McCampbell Road
Holmdel, NJ 07733

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

A. If yes, a copy of said approval shall be submitted to the Purchasing Agent within five (5) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

A. If yes, a copy of the New Jersey State Certificate shall be submitted to the Purchasing Agent within five (5) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* is attached for your convenience. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Purchasing Agent within five (5) working 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 of Company/Firm _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ *Date* _____

CONTRACT SHEET

This is to certify that:

1. We have reviewed the proposal terms, conditions, instructions, and all other specifications, and
2. We are familiar with these terms, conditions, instructions and specifications, and
3. The accompanying quotation is being submitted in strict accordance with such terms, conditions, instructions and specifications as they pertain to this request for proposal, and
4. The Disclosure Statement required by Chapter 33, Laws of 1977, is signed and enclosed.

NAME OF COMPANY: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY/TOWN, STATE, ZIP: _____

TELEPHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

Authorized Representative's Signature

Date

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

Bid Date:

:ss:
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 _____

Position in Company

the firm of _____ and the
bidder 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 bidders, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above named bid, 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 Holmdel Township School District 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 bid.

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/Respondent)

Subscribed and sworn to:

(SIGNATURE OF CONTRACTOR/RESPONDENT)

before me this _____ day of _____, _____.
Month Year

Print Name of Notary Public

NOTARY PUBLIC SIGNATURE

My commission expires _____, _____ - Seal

Month Day Year

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

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 bid or accompanying the bid 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 BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

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

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

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* _____

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.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent

Title

SIGNATURE OF AUTHORIZED AGENT

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 _____ 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

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

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 _____

SEXUAL HARASSMENT STATEMENT

The contractor or subcontractor, where applicable, will maintain an environment that is free from sexual harassment. The OWNER'S policy defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made to any member of the school staff or any student.

Sexual harassment may include, but is not limited to, verbal harassment or abuse, pressure for sexual activity, repeated remarks to a person, with sexual or demeaning implications and unwelcome touching.

We would expect all vendor representatives conducting business with us to adhere to our established sexual harassment policy. Failure to comply with our policy in this area may result in the termination of our contractual agreement.

COMPANY: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL

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 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 bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid 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.

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

The contractor and the Holmdel Township Schools (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.

EXHIBIT A

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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 applicable 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 Contract Compliance & EEG 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 Contract Compliance & EEG for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
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 MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

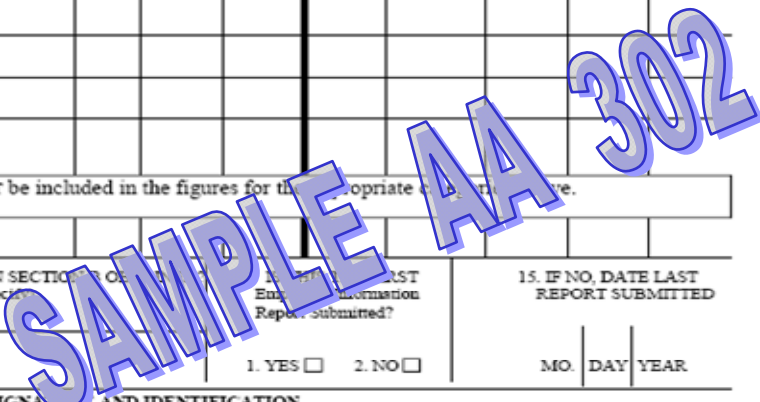
SECTION A - COMPANY IDENTIFICATION

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 AWARDED 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.														
(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)	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED From: To: 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	MO. DAY YEAR

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)

ENCLOSURE CHECK OFF

- OFFICIAL PROPOSAL FORM YES _____ NO _____
- CLIENT LIST YES _____ NO _____
- AFFIRMATIVE ACTION QUESTIONNAIRE SIGNED YES _____ NO _____
- AFFIRMATIVE ACTION LANGUAGE SIGNED YES _____ NO _____
- CONTRACT SHEET SIGNED YES _____ NO _____
- NON-COLLUSION AFFIDAVIT SIGNED YES _____ NO _____
- STOCKHOLDER/PARTENERSHIP DISCLOSURE & STATEMENT YES _____ NO _____
OWNERSHIP SIGNED
- SEXUAL HARASSMENT STATEMENT SIGNED YES _____ NO _____
- C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM YES _____ NO _____
- NJ BUSINESS REGISTRATION CERTIFICATE YES _____ NO _____

The Vendor agrees that in the event the contract award is not in compliance with the above dates due to unforeseen delays, then the Vendor will accept the contract commencing with the formal date of award, and for the period determined to be in the best interest of the School District.

I understand that if I fail to comply with any provisions of these specifications and regulations, or any other regulation set up, it shall be deemed sufficient for the cancellation of this contract. I further understand that any falsification on information of the disclosure statement, or prescribed questionnaire shall be deemed sufficient for the cancellation of this contract.

Signature

Date

The School District reserves the right to request any bidder to explain the method used to arrive at any or all figures.

THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL