

COMPETITIVE CONTRACTING
PROPOSAL SPECIFICATIONS AND GENERAL REQUIREMENTS
FOR SUBSTITUTE STAFFING SERVICES

NOTICE is hereby given that the Elizabeth Board of Education, Union County, New Jersey, is accepting sealed Proposals for a Substitute Staffing Services contract. Commencing on **May 15, 2026**, Request for Proposal (RFP) documents for the contract will be available between the hours of 8:30 a.m. and 4:30 p.m. on business days, at the Office of the School Business Administrator/Board Secretary Harold E. Kennedy, Jr., Elizabeth Board of Education, 500 North Broad Street, Elizabeth, New Jersey 07207. Please see the detailed request for proposal at www.epsnj.org or call 908-436-5112.

Proposals will be received by the School Business Administrator/Board Secretary Harold E. Kennedy, Jr. at the Board Offices, 500 North Broad Street, Elizabeth, New Jersey 07207, up until **4:00 p.m. prevailing time on June 5, 2026**. Proposals should be submitted on the required forms, in a sealed envelope labeled **Substitute Staffing Services Contract** and delivered to the Office of the School Business Administrator/Board Secretary as provided above.

The Board of Education assumes no responsibility for Proposals that are improperly mailed, misdirected or which arrive late.

Upon release of this RFP, all communications concerning this information request must be received in writing no later than **4:00 p.m. on May 22, 2026** and directed to the School Business Administrator/Board Secretary, who is the only authorized contact person for the RFP. Any oral communications will be considered unofficial and non-binding on the School District.

Name: Harold Kennedy
Address: 500 North Broad Street
Elizabeth, New Jersey 07207

E-mail: kennedha@epsnj.org

No Proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.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 highest scoring, most qualified and responsible Contractor. The Elizabeth 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. The RFP 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. Contractors 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 Elizabeth Board of Education,
Union County, New Jersey
Harold E. Kennedy, Jr., School Business Administrator/Board Secretary

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Section 1 - General Instructions to Contractors

These documents constitute an invitation for receipt of sealed proposals from qualified Substitute Staffing companies (hereafter referred to as “Contractor”) to provide Substitute Staffing Services to the Elizabeth Public School District (hereafter referred to as the “District”).

- A. Purpose:** The purpose and intent of this RFP is to solicit sealed proposals from responsible firms that provide the service of managing, operating, and employing Substitute Management and Staffing services as specified in this RFP.
- B. Procurement Method:** Pursuant to the New Jersey Public School Law, N.J.S.A. 18A:18A-4.1 et seq., the District will be utilizing a competitive contracting process. As such, the District will award the contract to the highest scoring, most qualified and responsible Contractor. To be awarded, the Contractor must conform in all material respects to the terms and conditions, specifications, scope of work, legal requirements, and other provisions of this RFP. The District reserves the right to waive informalities in any proposal.
- C. Background:** The District is located in the City of Elizabeth in Union County, New Jersey. It is one of the largest school districts in New Jersey, serving a population of approximately 29,000 students from Pre-K to 12th grade. The District is comprised of 3 Early Childhood Centers, 26 Pre-K/K to 8th grade schools, and 8 High Schools. It provides education to a diverse student body where approximately 44 different languages are spoken by the District’s students. The District currently has a teaching staff of approximately 2,500 and 250 paraprofessionals.
- D. Timeline of Events:**

Release RFP	May 15, 2026
Final Contractor Questions Due	4:00 PM on May 22, 2026
Final Answer to Contractor Questions	May 29, 2026
Proposal Responses Due/ Proposal Opening	June 5, 2026 by 4:00 PM

- E. Acceptance of Proposals and Validity Period:** The District reserves the right to accept or reject all proposals, to waive any informality, and to award the contract to the company that is the highest scoring, most qualified and responsible Contractor. Submission of a proposal will signify the Contractor’s agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The Contractor’s proposal response and this RFP will become part of the contract between the District and the successful Contractor. Conditional or alternate proposals will not be accepted.
- F. Submission of Proposals:** Proposal modifications or corrections received after the closing date for the receipt of proposals will not be considered. The District is not liable for any errors or misinterpretations made by the Contractor in responding to this RFP. Contractors shall be solely responsible for delivery of the proposals as specified in the RFP. The Board bears no responsibility for proposals that are improperly mailed, misdirected or problems associated with third party carriers.
- Proposal Submission:** All proposals shall be submitted with one (1) complete original proposal and three (3) complete copies in a sealed envelope. Be sure to include all the required proposal forms from Section 2 of this RFP (forms A through L), financial statements, etc. All proposals submitted in response to this RFP must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result of this RFP. Contractors will pay all costs associated with the preparation of proposals and necessary visits to the buildings.
 - Scope of Proposal and Proposal:** The Contractor certifies that he has carefully examined and understands that the general conditions, the instructions, the specifications, the schedules and addenda, if any, that are prepared under the direction of the District are a part of the proposal; and the Contractor will, if successful in this proposal, furnish and deliver the goods and services at the times specified and at the proposal prices.

3. **Obligation of Contractor:** At the time of the opening of proposals, each Contractor will be presumed to have read, and to be thoroughly familiar with the contract documents (including Addenda, if any). The failure or neglect of any Contractor to receive or examine any form, instrument or document shall in no way relieve any Contractor from any obligation in respect to its proposal. Failure of any Contractor to receive any Addenda shall not relieve the Contractor from any obligation under its proposal as submitted. In addition, a failure on the part of any Contractor to acknowledge receipt of addenda may result in disqualification of the proposal. Addenda so issued shall become part of the Contract documents. Contractors are advised that terms and conditions set forth herein will be rigidly enforced.
4. **Examination of RFP Specification:** The Contractor shall examine the contents of the RFP specifications or other documents issued by the District in conjunction with this RFP. The Contractor shall assure itself that all pages of the specifications and other referenced documents are included in the documents obtained for bidding purposes. If any part of the specifications and other documents are incomplete, the Contractor shall notify the District in writing in order to obtain any missing pages or other documents. The lack of such written notification by the Contractor will be construed as evidence that the specifications and other documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.
5. **Protest - Legal Fees and Costs:** In the event a Contractor unsuccessfully challenges a proposal submission by filing an action in a court of law concerning the same, the Contractor agrees to be responsible for payment of reasonable legal costs and fees incurred by the District relating to the protest.
6. **Alternate Proposals:** Alternate proposals will not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of this RFP and the scope of work and service to be provided.

G. Scope of Services: The District hereby solicits proposals from persons and/or firms to be responsible for providing qualified substitutes for all teaching staff, paraprofessionals, and operational and support staff to fill positions on an as-needed basis at the request of the District. The District desires to ensure that competent substitute professionals are available when permanent employees are not able to perform their duties and responsibilities. The services to be provided will include the certification, management and placement of substitute teachers, paraprofessionals and operational and other staff throughout the District's schools, grade levels and disciplines. If selected, the Contractor shall comply with all local, state and federal directives, orders and laws applicable to this RFP and services to be provided.

Services that shall be provided include, but are not limited to, the following:

- . Recruitment, screening, hiring, training, certifying, placing and tracking substitute teachers, paraprofessionals, and operational and other staff.
- . Providing a detailed training program that meets or exceeds the New Jersey State requirements to be completed by substitute staff prior to placement in the District.
- . Ensuring that all staff placed in the District have proper credentials, medical clearance and appropriate background checks to work in a New Jersey public school in the position in which they are placed.
- . Providing a web-based substitute placement and absence management system and automated time clock to which the District shall have unlimited access.
- . Providing monthly reports to the District that identify all placements and that are organized in a manner so as to enable the District to readily compare all placements with school attendance records.
- . Promptly responding to all inquiries from the District within one (1) business day.

- H. Cost Proposal:** The Contractor shall submit a cost proposal for all work requested to be performed under this RFP. The cost proposal should be all inclusive and reflect all deliverables. Specifically, the Contractor must:
1. Describe its proposed fee structure, including all fees, taxes, surcharges, possible expenses and/or any other charges that will or may be charged to the District.
 2. Provide a breakdown of the amount to be paid to each substitute.
 3. Provide a comparison of the rates the Contractor pays it substitutes with similar companies in the State of New Jersey.
 4. Provide a complete description of the billing process for services rendered.
 5. Provide a sample copy of the Contractor's proposed contract which includes all terms and conditions of this RFP, Respondent's fee structure, billing dates and any renewal rates. The District reserves the right to make changes to the sample contract prior to execution by the Contractor and the District.
- I. Oral Presentation:** The District may request the highest scoring, most qualified and responsible Contractor(s) to give oral presentation(s) to the District. These oral presentations are optional at the District's choice.
- J. Inquiries, Questions, RFP Interpretation, and Exceptions:** Any question or explanation desired by Contractors must be requested of the District in writing and mailed or emailed to:

Harold Kennedy, Business Administrator
Elizabeth Board of Education
500 North Broad Street
Elizabeth, New Jersey 07207
KennedHa@epsnj.org

In order to be given consideration, a written request/question must be received by 4:00 PM on May 22, 2026. No oral interpretation will be made to any company regarding the meaning of the specifications. Written questions will be taken and written answers will be given. Interpretation of the wording of this document will be the responsibility of the District and its interpretation will be final and binding. All answers will come from the Business Administrator.

The District will not give verbal answers to inquiries regarding the scope of work and services, or verbal instructions prior to or after the award of the contract. A verbal statement regarding same by any person will be non-binding. The District is not liable for any increased costs resulting from the Contractor accepting verbal direction.

Contractors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Contractors should be promptly reported in writing to the Business Administrator. Any prospective Contractor that wishes to challenge the RFP specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 18A 18A-15. In the event the Contractor fails to notify the District of such ambiguities, errors or omissions, the Contractor shall be bound by the requirements of the specifications and the Contractor's submitted proposal.

Unless a Contractor submits, with their proposal, a list of exceptions to this RFP, it shall be assumed there are no exceptions taken to this RFP by the Contractor. Any exceptions made by any Contractor must be clearly labeled and noted in their Proposal. Any exceptions made to any material condition of the RFP will be cause for the rejection of the proposal.

K. Addenda: Any written questions and/or responses shall constitute Addenda to this RFP. These addenda will be mailed and/or emailed to each Contractor and will be on file in the Office of the Business Administrator.

If an explanation is necessary, a reply will be made in the form of addenda, a copy of which will be forwarded to each Contractor that has received a set of the RFP documents from the District. Contractors must notify the District of their name, address, telephone, email address, and facsimile numbers in order to receive any addenda.

L. Errors in Proposals: If the amount shown in words and its equivalent in figures do not agree, the written words will be binding. Ditto marks are not considered writing or printing and will not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices will prevail. In the event there is an error of the summation of the extended totals, the computation by the District of the extended totals will govern.

M. Open Competition: The District welcomes and encourages free and open competition. Whenever possible, scope of work, services, and terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District's needs and the accomplishment of a sound economical operation. The Contractor certifies that its officers and employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the District. To maintain the spirit of open competition, any contact or lobbying regarding this RFP or any act in violation of the School Ethics Act, N.J.S.A. 18A:12-21 et seq. with any elected or appointed official or employee of the District other than the Business Administrator can and will result in disqualification. The only authorized contact person is the Business Administrator, Harold Kennedy.

Any oral communications will be considered unofficial and non-binding on the District. During the interval between the proposal opening and contract award, the Contractor shall not initiate any contact concerning this RFP. Should there be any questions concerning the proposal submitted, you will be contacted by the Business Administrator. If you are contacted by the Business Administrator, the contact or discussion will be limited to the questions of the Business Administrator.

N. Contractor Qualifications, Requirements for Being Responsible, and Performance Investigations: To be considered the highest scoring, most qualified and responsible Contractor, the Contractor must meet or exceed the following qualifications and requirements as well as the criteria used by the District to verify the Contractor's references and evaluate its proposal. Failure to meet these requirements may cause the Contractor's proposal to be non-responsive, non-responsible and cause for rejection of the proposal.

1. Contractor's name, address, telephone number, email address and primary contact person.
2. Description of Contractor's overall experience in providing the requested services. Contractors should be able to demonstrate providing substitute teacher services to public school districts in the State of New Jersey and should also be able to demonstrate experience with PreK-12 school districts similar in size to this District.
3. List of all board of education clients for each of the last three (3) years. Contact information for the five (5) most recent and/or relevant clients must be provided. The District reserves the right to obtain references from any of the parties listed.
4. A detailed statement of how the Contractor will provide all the services set forth in Section G1 through G6 above.
5. A detailed statement of successful placement/fill rates and the processes/strategies, systems and best practices used to accomplish these actions, as well as a statement of the average number of requests for substitutes that Contractor was unable to fill for its clients on a daily/weekly basis for the last three (3) years.
6. Description of the Contractor's web-based personnel management software that will facilitate the services to be provided, including, without limitation, the system Contractor utilizes, any business rules, user experience, any specifications required of the District in order to fully implement, and any additional costs associated with implementation by the District.

7. Description of Contractor's recruiting and credentialing process, including, without limitation:
 - Description of Contractor's recruiting and credentialing process.
 - A list of the process and paperwork required to become a certified substitute in the State of New Jersey.
8. Description of Contractor's training and evaluation process, including, without limitation:
 - A detailed description of Contractor's onsite training program for all newly hired and transitioning substitute teachers and of the experience and credentials of the person(s) conducting such training programs.
 - Description of how Contractor currently evaluates its substitute teaching and support staff, including details on the frequency of feedback and observations, the rubrics used in evaluations as well as who is conducting the evaluations and/or managing the feedback cycle.
 - Description of the escalation process should a substitute staff member no longer be a fit for this District.
9. Description of the process that would be followed in the event Contractor was unable to meet the District's demand for substitutes on a daily or on-going basis or in the event of a late notification of an absence.
10. Identify the person(s) who will be primarily responsible for administering the services required by the District and the person(s) who will serve as back-up to the primary person. For each, describe his/her experience with projects and issues similar to those contemplated by this RFP and attach their resumes. Attach resumes of all other company personnel that will be assigned to handle the District's contract.
11. A narrative statement demonstrating Contractor's familiarity with and understanding of the services required by the District and describing Contractor's ability to provide the requested services in a timely fashion including, without limitation, a statement of Contractor's available substitute teachers and other staff. Any experience or knowledge of matters directly affecting the District should be addressed.
12. Description of any previous start-up issues, how they were handled and the procedures put in place to avoid such issues occurring here.
13. Description of other services Contractor will provide to the District at no additional cost.
14. Description of other services available to the District at additional cost.
15. Provide a completed Proposal Form A – Pricing.
16. Provide a completed Proposal Form B – Client List and Contact Information.
17. Provide a completed Proposal Form C – Non-Collusion Affidavit.
18. Provide a completed Proposal Form D – Disclosure of Ownership.
19. Provide a completed Proposal Form E – New Jersey Business Registration Certificate.
20. Provide a completed Proposal Form F – Affirmative Action Statement.
21. Provide a completed Proposal Form G – Affirmative Action Affidavit.
22. Provide a completed Proposal Form H – Mandatory Equal Opportunity Notice Acknowledgement.
23. Provide a completed Proposal Form I – Americans With Disabilities Act of 1990.

24. Provide a completed Proposal Form J – Political Contribution Disclosure Form.
25. Provide a completed Proposal Form K – Debarment/Suspension Certification.
26. Provide a completed Proposal Form L – Disclosure of Investment Activities in Iran Form.
27. Provide a completed Proposal Form M – Acknowledgement of Receipt of Addenda.

O. Confidentiality: The Contractor shall comply with, and require that anyone providing the requested services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all District policies, now or hereafter in force and affect to the extent that they directly or indirectly bear upon the subject matters of the resulting contract. The Contractor and anyone providing the services on behalf of the Contractor shall, without limitation of the aforementioned, comply with: (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act; 34 C.F.R. Part 99; (c) 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 (d) the equal employment directives of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27.

P. Sub-Contracting: The Contractor must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or sublet the contract or any portion thereof without the written consent of the District. Sub-contracting any portion of this contract, without District permission to do so, will constitute a material breach of the contract and result in termination thereof.

Q. Evaluation of Proposals: It should be understood by each Contractor submitting a proposal that the nature of the District's Substitute Staffing Program is such that a detailed scope of work or description of the services to be performed do not necessarily ensure a high or even moderate level of satisfaction or acceptability by the recipients of the services. Thus, the District must select a proposal that not only meets and conforms to the terms and conditions, specifications, legal requirements, scope of work and other provisions of this RFP, but also offers clear and reasonable assurance of successfully meeting the needs of the District in the sole discretion of the District.

The criteria that will be considered in evaluating proposals are the criteria as detailed in the table below. They are weighted based upon importance to the District. The points awarded range from 0 to 5, with 5 being the highest score and 0 being the lowest. Points may be awarded in .50 increments. After the points are awarded, the weighting factor will be applied and a total score will be calculated. Based upon that score, the Evaluation Committee will then recommend a Contractor to the District for the award of the contract. Each area of the evaluation should be addressed in detail in the Contractor's proposal. Failure to do so may result in the proposal being deemed non-responsive and non-responsible. The District will determine if the Contractor has met the requirements. The District will determine who is the highest scoring, most qualified and responsible Contractor based upon the requirements in the RFP, Exhibits, the Public School Contracts Law, and the scoring-based criteria below. The District reserves the right to reject any and/or all proposals and in accordance with applicable law.

CRITERIA: Technical, management, and cost related criteria used to evaluate the Contractors	Weighting Factor	Points (5 is the highest)
1 – Financial Proposal: What is the cost of the program proposed and its impact upon the District’s operating budget? How do they compare among Contractors?	20%	0 to 5
2 – Management Services: Considers the ability to provide services, operational efficiency and management capabilities.	20%	0 to 5
3 – Company Details and References: Considers financial viability, stability, performance investigation, Contractor’s loss or reduction of services, litigation/pending litigation, experience and list of references. The Contractor must provide a reference list of five (5) staffing contracts with New Jersey school districts currently providing like or comparable services.	20%	0 to 5
4 – Technical Elements: Considers the Contractor’s program overview, resources, systems, procedures, processes, hiring practice, compliance, human resources, training, technology, evaluation criteria/process, and management services.	30%	0 to 5
5 – Start Up/Transition Plan: Is the Contractor’s start up plan customized to the start of this program? Is the plan detailed from pre-planning (30 days prior to the start of the contract) through the start of the contract through the first two (2) months of the engagement? Does it detail the additional management/resources the Contractor will be providing as well as the start up task, any requirements for the District, implementation date, estimated completion date, and who is responsible?	10%	0 to 5

R. The Contract and Its Award: Award will be made on an “All-or-None Offer, Total Offer” basis. Any contract awarded pursuant to this RFP will be awarded to single Contractor or to none at all. Award will be made to the Contractor whose proposal is determined to be the highest scoring, most qualified and responsible Contractor. The District will consider whether the Contractor’s proposal complies with all the requirements of responsibility in this RFP. There is no obligation on the part of the District to award a contract. The District may cancel this RFP, reject proposals or any portion thereof at any time prior to an award.

This RFP and the Contractor’s response will be made part of the final contract. Should there be a conflict in any of the terms of the contract, the order of precedence will be the contract, then the RFP, and last the Contractor’s proposal.

1. **Term of Contract:** The contract will be for a term of one year, with an option for three (3) one-year extensions at the District’s discretion, not to exceed a total term of four (4) years. Extensions are subject to the availability and appropriation annually of sufficient funds by the District. The contract will commence on July 1, 2026 and continue until June 30, 2027, unless terminated sooner in accordance with the terms of the contract.
2. **Dispute Resolution:** Any and all claims, disputes or other matters in question between the District and Contractor arising out of or relating to the contract or alleged breach thereof, shall be submitted first to non-binding mediation before a mediator who is mutually acceptable to both parties. The District reserves its rights to seek injunctive or declaratory relief at any time during the term of the contract. All disputes not resolved by non-binding mediation shall be brought to a court of proper jurisdiction in the District’s venue.

3. **Governing Law:** The contract shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law's provisions therein.
4. **Assignment:** The rights of the District or Contractor under the contract are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the contract, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the contract.
5. **Independent Contractor:** Contractor is and shall perform its services under the contract as an independent contractor and not as the District's agent, partner or joint venture. Contractor is employed to render the services only, as specified in the contract, and any payments made by the District are compensation solely for such services rendered.
6. **Invoices:** The Contractor will bill the District in monthly duly verified invoices. The Contractor will submit invoices and will seek payment only for actual services provided. Invoices shall detail a current, itemized cumulative and monthly statement of the actual staff, and all other funds sought and received by the Contractor, and shall be supported by submission of the Contractor's monthly payroll records. Contractor must adjust the invoice to omit any services not actually rendered and include any authorized additional hours worked. All claims for overtime services must detail the actual employee(s) providing the service, the level of services and the days and hours and locations worked. All invoices shall be sequentially numbered.

All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District for a period of five (5) years from the date of final payment: copies will be made available to the District and the NJ Office of State Comptroller upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor will correct or modify the work to comply with the requirements of the contract and the District.

- S. **Insurance:** The successful Contractor shall not be permitted to commence work under the contract until it has furnished a Certificate of Insurance to the District evidencing proof that the Contractor maintains Contractor's Public Liability, property damage, and Workers' Compensation Insurance providing and including full coverages for all subcontractors, the District and its agents and employees and specifically naming the District as an additional insured. The minimum limit for bodily injury is \$3,000,000.00 and is \$500,000.00 for property damage. A Certificate of Insurance shall be furnished to the District and contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the District. The successful Contractor shall indemnify and hold harmless the District, its agents and its employees through appropriate insurance. A Certificate of Insurance evidencing the required insurance must be returned with the executed successful bidder contract.
- T. **Indemnification:** If selected, the successful Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the District and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including, but not limited to, attorney's fees) 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 the contract. This indemnification obligation shall not be limited by, but shall be in addition to, the insurance requirements set forth herein.
- U. **OSHA, Blood borne Pathogens and Hazardous Communication Act Regulations:** It is the responsibility of the Contractor to insure that all OSHA, Blood borne Pathogens, and Right to Know regulations applying to this contract are adhered to at all times.

- V. Affirmative Action Certification:** If selected, the successful Contractor must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Prior to execution of any contract, the Contractor shall be required to submit to the District one of the following documents evidencing its compliance with:
- Appropriate evidence that the firm is operating under an existing federally approved or sanctioned affirmative action plan; or
 - A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
 - An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the firm, in accordance with N.J.A.C. 17:27-4.
- W. Americans with Disabilities Act of 1990:** If selected, the successful Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336 in accordance with 42 U.S.C. §121 01 et seq.
- X. Taxes:** As a New Jersey governmental entity, the District is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Contractors should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereunder to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the District. Contractors may not use the District's tax exempt status to purchase supplies, materials, service or equipment.
- Y. Compliance With Laws:** The Contractor shall keep itself fully informed of, and observe and comply with, all existing and future federal, state, and local laws in any manner affecting the work contemplated by this RFP and/or those engaged or employed in the work and all orders and decrees from bodies having any jurisdiction or authority over the same and shall protect and indemnify the District, 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 decree. Special attention is called to the New Jersey School Law, the Social Security Act, the New Jersey Law Against Discrimination, the Patient Protection and Affordable Care Act and all rules, regulations and requirements relating to Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract. Any labor or material in addition to that described in this RFP and which is necessary to comply with applicable laws, rules, ordinances or regulations shall be provided by the Contractor.
- Z. Termination of Contract:** The District shall have the right to terminate any contract awarded pursuant to this RFP for cause upon written notice setting forth the reason for and effective date of the termination. Termination of the contract by the District shall not absolve the Contractor from potential liability for damages caused the District by the Contractor's breach of the contract. The District may withhold payment due the Contractor and apply same toward damages once established. The District will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring the requested substitute staffing services from other sources. The Contractor further shall indemnify and hold the District harmless from any and all liability to subcontractors and/or suppliers concerning work performed or goods provided arising out of the lawful termination of the contract.
- AA. Reservation of Rights:** The District reserves the right to accept or reject any or all proposals or parts of proposals for the requested services as it may deem advisable, or waive any defects therein and to award a contract, as in its judgment may be deemed best for the District.
- BB. Stockholder Disclosure:** N.J.S.A. 52-25-24.2: provides that no corporation or partnership will be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, the Contractor has submitted a statement setting forth the names and addresses of all partners in the partnership who own a ten percent (10%) or greater interest therein. The included Statement of Ownership will be completed and attached to the Contractor's proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document will result in rejection of the proposal.

- CC. Proof of Business Registration, Sales and Use Tax:** N.J.S.A. 52:32-44 requires that each Contractor submit proof of business registration prior to the award of contract. Proof of registration will be a copy of the contractor's Business Registration Certificate (BRC) and must have been issued prior to the submission of the proposal.
- DD. Non-Collusion Affidavit:** The Affidavit will be properly executed and submitted with the Contractor's proposal.
- EE. Political Contributions Disclosure Form ("Pay to Play"):** In accordance with Chapter 271, New Jersey Laws of 2005, all Contractors must submit with their proposal a list of political contributions, which are reportable and, made by the Contractor during the preceding 12 month period. See Proposal Form J with Instructions in Section IV.
- FF. Disclosure of Investment Activities in Iran:** Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity

Section 2 Proposal Forms

**FORM A
COST PROPOSAL**

The Elizabeth Public School District is seeking proposals from qualified Contractors in order to manage and provide all of the District's Substitute Staffing needs. The Contractor shall provide the District with a fixed fee per substitute provided based on position broken down into how much will be paid by the District and how much will be paid to the substitute.

<u>Position</u>	<u>Price Paid to Substitute</u>	<u>Price Paid By The District</u>
------------------------	--	--

**FORM B
CLIENT LIST**

List of all board of education clients for each of the last three (3) years. Contact information for the five (5) most recent and/or relevant clients must be provided. The District reserves the right to obtain references from any of the parties listed.

FORM C
NON-COLLUSION AFFIDAVIT
Substitute Staffing Services Proposal for the Elizabeth Public School District

State of _____

RFP Date: **June 5, 2026**

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 _____
Position in Company

of the firm of _____,
the Proposer, making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said Project.

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 or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-15)

Name of Proposer _____

By: _____
(Signature of Authorized Representative)

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

Notary Public Signature

Print Name of Notary Public

Notary Public of New Jersey/Specify Other State

My commission expires _____, 20____ (Seal)
Month Day

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

**FORM D
DISCLOSURE OF OWNERSHIP FORM**

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

I certify that the following are the names and addresses of all persons or entities owning ten percent (10%) or more of the respondent or whose behalf this certification is filed:

<u>Names</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: If any of the above entities is a corporation, or other form of corporate entity then following are the names and addresses of all persons owning ten percent (10%) or more of that entity:

<u>Names</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

If the professional service entity is other than a corporation or partnership, the respondent shall indicate the form of corporate ownership as listed below.

I. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

II. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Company
 _____ Limited Liability Partnership _____ Subchapter S Corporation

I further certify that I will notify the Secretary of the Board of Education of any changes to the above within ten (10) days of such change.

Sworn to and subscribed
to this _____ day of

By: _____
Signature of Principal

_____, 20

(Name)

Notary Public of New Jersey

(Title)

My Commission expires ____/____/____

FORM E
New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and all subcontractors and each of their affiliates [N.J.S.A.52:32-44(g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.


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

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes."
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be accompanied by check #2000 252525	

SAMPLE

John S. Tully
John S. Tully, Director

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093
Date of Issuance:	October 17, 2000
For Office Use Only:	
20011014112823533	

SAMPLE

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, 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 to 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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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(s) shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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.**

I, _____, hereby certify that this firm will fully comply with the above and all applicable civil rights and non-discriminatory statutes, executive orders, rules and regulations.

Name

Company

Signature

Date



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022 c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

* Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

FORM I
ELIZABETH BOARD OF EDUCATION

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the ELIZABETH BOARD OF EDUCATION, (herein referred to as the "Board") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1991 (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 part of this contract. In providing any aid, benefit, or service on behalf of the Board 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 Board in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Board, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of 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 Board grievance procedure, the CONTRACTOR agrees to abide by any decision of the Board which is rendered pursuant to the Board grievance procedure. If any action or administrative proceeding results in an award of damages against the Board, or if the Board 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 Board 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 Board or any of its agents, servants, and employees, the Board shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Board or its representatives.

It is expressly agreed and understood that any approval by the Board 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 Board pursuant to this paragraph.

It is further agreed and understood that the Board 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 Board from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Dated:

Signature

Name:

Title:

FORM J
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - 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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.”

[N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title	Date
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PART II – CONTRIBUTION DISCLOSURE

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

County Name: Union

State: Governor, and Legislative Leadership Committees

Legislative District #: 20, 21, 22, & 29

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Berkeley Heights Township
Clark Township
Cranford Township
Elizabeth City
Fanwood Borough
Garwood Borough
Hillside Township

Kenilworth Borough
Linden City
Mountainside Borough
New Providence Borough
Plainfield City
Rahway City
Roselle Borough

Roselle Park Borough
Scotch Plains Township
Springfield Township
Summit City
Union Township
Westfield Town
Winfield Township

Boards of Education (Members of the Board):

Berkeley Heights Township
Clark Township
Cranford Township
Elizabeth City
Garwood Borough
Hillside Township
Kenilworth Borough

Linden City
Mountainside Borough
New Providence Borough
Plainfield City
Rahway City
Roselle Borough
Roselle Park Borough

Scotch Plains-Fanwood Regional
Springfield Township
Union Township
Westfield Town
Winfield Township

Fire Districts (Board of Fire Commissioners):

**Proposal Form K
Debarment/Suspension Certification**

Certification Regarding Debarment, Suspension, Ineligibility

- (1) The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or a disqualified Contractor maintained by the New Jersey Department of the Treasury, the Federal Government or any state or federal agency and that the Contractor will immediately notify the District in writing in the event that the Contractor or any subcontractor appears on the Treasury's or Federal Government's list of Debarred, Suspended or disqualified Contractors.
- (2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

Date

Signature

Title

Printed Name

EXHIBIT L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the 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 person or entity.

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

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

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

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

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

You must provide, 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.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Proposer Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the **Elizabeth Board of Education** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Elizabeth Board of Education** to notify the **Elizabeth Board of Education** in writing of any changes to the answers of information contained herein. I acknowledge that I am

aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Elizabeth Board of Education** and that the **Elizabeth Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature _____

Title _____

Date _____

**EXHIBIT M
ELIZABETH BOARD OF EDUCATION**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____