

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NJ 08558

SEALED REQUEST FOR PROPOSAL REFERED TO AS

RFP21-01

SEEKING THE SERVICES OF A

PROFESSIONAL DEVELOPMENT FIRM

TO PROVIDE PROFESSIONAL DEVELOPMENT SERVICES

FOR THE IMPLEMENTATION OF UNIVERSAL DESIGN

FOR LEARNING FOR

THE MONTGOMERY TOWNSHIP

SCHOOL DISTRICT

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
NOTICE FOR REQUEST FOR PROPOSALS**

The Montgomery Township Board of Education will accept sealed proposals until **11:00 A.M.** on **Thursday, October 22, 2020**, and will be publicly opened and read thereafter in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558, for the following:

**RFP21-01, Professional Development Services for the Implementation of
Universal Design for Learning**

The request for proposal may be reviewed at the office of the School Business Administrator/Board Secretary between the hours of 8:30A.M. and 4:00 P.M. except Saturdays, Sundays and holiday as stated above and each firm, thereof, may obtain one copy. Requests may be made to (609) 466-7635 or the District Homepage, www.mtsd.k12.nj.us, click-on Departments/Business Office/Bids.

Due to the Coronavirus (COVID-19) the Montgomery Township Board of Education is requesting that all bidders deliver or have their proposal delivered to the “lockbox” at door labeled AD41 at the Administration Building, If the bidder delivers their proposal via UPS, FedEx etc. it must be delivered “Signed Receipt Not Required” because no one will be available to receive proposals. Further details can be found on the District Homepage, www.mtsd.k12.nj.us, click-on Departments/ Business Office/Bids.

All interested firms must use and complete all forms and must comply with every requirement contained in the request for proposals. Proposals must be submitted in a sealed envelope bearing the name of the firm on the outside, **clearly marked with the name of the project RFP21-01, Professional Development Services for the Implementation of Universal Design for Learning** and addressed to Alicia M. Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. Proposals must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for proposals mailed incorrectly or misdirected in delivery.

No proposals may be withdrawn for a period of sixty (60) days from the opening of the proposals.

The Board of Education reserves the right to reject any and all proposals and waive any informality in the process if it is in the best interest of the Board of Education. The contract, if awarded, shall be awarded based on the firm who submits the most advantageous proposal.

Firms are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Proposals shall be in conformance with the applicable requirements of N.J.S.A.18A:18A-1 et seq., pertaining to the “Public School Contracts Law”.

Alicia M. Schauer
School Business Administrator/Board Secretary
October 2, 2020

Introduction and Background

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

The Board is soliciting proposals by way of competitive contracting pursuant to N.J.S.A. 18A:18A-4.1 et seq.

1. All proposals shall include the costs of furnishing all services (including taxes, workers' compensation insurance, and other insurance requirements) for Professional Development (PD) Services in accordance with the Specifications issued by the Board. In addition, all proposals must be submitted to the School Business Administrator/Board Secretary in a sealed envelope marked "Proposal for Professional Development Services" no later than Oct. 22, 2020 at 11:00 A.M.
2. Before submitting a proposal, the Professional Development (PD) Firm shall become familiar with the information set forth in this Request for Proposals (hereinafter referred to as the "RFP"), the Specifications and all other documents referred to herein.
3. Any questions which a Professional Development Firm may have shall be brought to the attention of the School Business Administrator/Board Secretary in writing. Notice of revisions or addenda to the RFPs will be sent in writing, via electronic mail or facsimile transmission, to all persons who have picked up a copy of the documents. It shall be the responsibility of the PD Firm to ascertain that it has received all amendments, revisions and clarifications prior to submitting its Proposal. Failure to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve an PD Firm from any obligation under his proposal. All amendments, revisions and clarifications shall become part of the contract documents. By submitting a proposal, the PD Firm acknowledges

its understanding and acceptance of the procedures for awarding the contract and the method of evaluating the proposals submitted.

4. The failure or omission of any PD Firm to receive or examine any form, instrument or document or to visit the site and acquaint itself with the conditions there existing, shall not relieve the PD Firm from its obligation to furnish all the necessary labor to provide services at the proposal amount. A claim of mistake or omission will likewise not excuse a PD Firm from any obligation under its proposal. The submission of a proposal will be considered conclusive evidence that the respondent has made such an examination.

Scope of Services

The PD Firm shall be required to perform the following services for the Board, during the period of Nov. 15, 2020 through June 30, 2021:

1. Provide comprehensive training and on-going coaching to up to 20 members of the Instructional Services team.
 - a. This training shall be a combination of virtual and in-person workshops; books study teams; comprehensive institutes; and webinars.
2. Provide comprehensive training and on-going coaching to up to 45 members of the Child Study & I&RS teams.
 - a. This training shall be a combination of virtual and in-person workshops; books study teams; comprehensive institutes; and webinars.
3. Provide high-level, overview training to all other members of the district administrative team, including building leaders and central office leaders.
4. Provide books, documents, and video collections which can serve as turnkey resources for the Instructional Services team to support classroom teachers.
5. Work collaboratively with District staff to create a positive, professional culture that effectively inspires the entire district to embrace the Universal Design for Learning (UDL) philosophy of unit and lesson planning.

Qualifications

The Board is seeking a PD Firm that has experience and familiarity with Universal Design for Learning. All firms shall furnish satisfactory evidence that they have sufficient means and experience in the type of work to perform the scope of services in accordance with the specifications. A Firm Personnel and Experience sheet shall be submitted to the Board as part of these documents. The Board may make such additional investigations as it deems necessary to determine the ability, competence, and financial ability firm to perform its work.

Term

This contract will be for the period of November 15, 2020 through June 30, 2021. The Board may terminate the contract without cause upon thirty (30) days' written notice to the PD Firm.

This Agreement may be renewed for two (2) additional one (1) year terms, or one (1) two (2) year term. Renewal of this Agreement is subject to the availability and appropriation of sufficient funds as may be required to meet the extended obligation. Any such renewals shall be subject to the provisions of N.J.S.A. 18A:18A-42.

Form of Agreement

A form Agreement is attached to the RFP, which will be executed by and between the Board and the successful PD Firm. The Agreement shall be comprised of the RFP, Specifications, any amendments and/or clarifications, the proposal documents, and the Agreement.

Evaluation of Proposals

Upon review of proposals received in response to this RFP, the Board shall select a single PD Firm, whose proposal best meets the needs of the Board in accordance with the evaluation criteria. The contract, if awarded, shall be awarded to the PD Firm who submits the most advantageous proposal based on price and qualifications, and other factors considered.

Preference will be given to those firms demonstrating strong capabilities, experience, and reputation in undertakings similar to those described in this RFP, as well those firms who can successfully provide the services that can best meet the Board's needs. Specifically, the proposals should outline the following:

1. Technical Criteria and Qualifications (40%)

- A. Does the firm have the required experience and qualifications, including a sufficient number of highly qualified consultants, to successfully implement the full scope of the RFP?

- B. What is the firm's experience and reputation in the field?
- C. Does the firm's proposal demonstrate a clear understanding of the scope of services?
- D. Is the firm's proposal complete and responsive in all aspects of the RFP?
- E. Does the firm demonstrate a track record of reliable and competent service?
- F. Does the firm demonstrate a past history of successful completion of similar undertakings?
- G. Does the firm's proposal reflect that it is well versed in all applicable requirements and practices?
- H. Does the PD Firm hold the Technical and Business Certifications providing both onsite and remote services, which are necessary to perform the scope of work set forth in the specifications?
- I. The firm's ability to accomplish the scope of work set forth in the RFP.
- J. Can provide additional PD personnel as needed?

2. Management Criteria (20%)

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

3. Cost of Services (40%)

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

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

References

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

Laws

The PD Firm shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. The parties' contract shall be governed by the laws of the State of New Jersey.

Insurance

The PD Firm agrees to obtain and maintain for the entire term of this Agreement the following insurance coverage, as well as name the Board as an additional insured on the policy:

General Commercial and Liability	\$2,000,000.00
Workers' Compensation	Statutory

Prior to the commencement of services, the PD Firm shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that it has the insurance coverage as set forth above, for all services in connection with this Agreement.

During the term of the Agreement, all policies must incorporate a provision requiring the giving of notice to the Board by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or nonrenewal of any insurance policy required herein.

Indemnification

The PD Firm shall indemnify and hold the Board and all of their officers, agents, and employees harmless from and against any and all claims, losses, damages, and expenses, including attorneys' fees and cost of litigation, arising out of, resulting from, or in

connection with the provision of services, which are caused in whole or in part by the acts of the successful PD Firm, its officers, agents, servants and employees, as well as subcontractor which the PD Firm may employ. The Board may defend itself at the PD Firm's expense from any claim or lawsuit which may arise out of the PD Firm's performance or lack of performance under the terms of Agreement, or the Board may elect to have the IT Firm provide the Board with legal representation at the PD Firm's own expense.

Award of Contract

The procedures developed for the award or the contract constitutes a "fair and open" process. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the proposals are opened. The contract, if awarded, shall be awarded to the PD Firm who submits the most advantageous proposal based on the evaluation criteria set forth herein.

1. The proposal must be concise and clear.
2. The PD Firm acknowledges that it has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals must be submitted prior to the time and date specified, by mail, or hand delivered to the Montgomery Township Board of Education. **No facsimile or email proposals will be accepted.**
3. The Board of Education reserves the right to reject any or all proposal in whole.
4. The Board of Education reserves the right to contact references provided with the proposal.
5. Any departures from this RFP must be noted. Any conditions or terms must be written and included with the RFP.
6. Any proposal not received by the date and time set forth in the RFP will not be considered by the Board. The Board assumes no responsibility for Proposals lost in the mail or received after the designated date and time for opening.

Confidentiality of Records

All records and files which are in any way connected with the services provided to the PD Firm pursuant to the Specifications, shall remain the property of the Board, and at no time shall the PD Firm assume ownership or control of the information for any

reason. The PD Firm providing services shall, without limitation of the aforementioned, comply with the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act.

Criminal History Background Checks

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

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

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

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

Laws

The PD Firm shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. The parties' contract shall be governed by the laws of the State of New Jersey.

The PD Firm shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the

State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Indemnification

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

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

Termination

If the PD Firm fails to comply with any of its obligations required by this specification, then the Board shall have the right, following written notice to the PD Firm specifying the failure, to declare the PD Firm in default and liable for any and all damages incurred by the Board.

Notwithstanding anything contained in the previous paragraph to the contrary, the Board has the right to terminate the agreement, without cause, by providing the PD Firm with thirty (30) days prior written notice.

Compensation

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

The PD Firm shall not be entitled to interest on an overdue payment.

Statutory and Other Requirements

Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Goods, Professional Services and General Service Contracts

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

1. A Letter of Federal Approval indicating that the bidder is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the bidder to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The bidder must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the bidder's Employee Information Report, Form AA-302 by the Division.
3. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. If awarded the contract, the successful bidder is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The successful bidder is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

New Jersey Anti-Discrimination

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

Statement of Ownership

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

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

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

Non-Collusion Affidavit

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract shall have any financial or other personal interest in any such contract. The

Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

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

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

State of New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of the contract performance:

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

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts - For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or providing the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

W-9, Request for Taxpayer Identification Number and Certification

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the Montgomery Township Board of Education.

Pay-to-Play Affecting Boards of Education, Chapter 271 of P.L. 2005

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts, including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

Checklist

All proposers must submit the following forms:

- _____ Proposal Form (attached)
- _____ Affidavit (attached)
- _____ Acknowledgment of Receipt of Addenda (attached)
- _____ Firm Personnel and Experience Form (attached)
- _____ Affirmative Action Language - Exhibit A (attached)
- _____ Statement of Ownership (Ownership Disclosure Certification) (attached)
- _____ Non-Collusion Affidavit (attached)
- _____ State of New Jersey Business Registration Certificate
- _____ W-9, Request for Taxpayer Identification Number and Certification (attached)
- _____ Political Contribution Disclosure Form/Pay-to-Play (attached)
- _____ Disclosure of Investment Activities in Iran (attached)

PROPOSAL FORM

**RFP21-01, Professional Development Services for the
Implementation of Universal Design for Learning**

The undersigned agrees to provide Professional Development Services in accordance with the RFP and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following Proposal is accepted.

State the amount to provide Professional Development Services to the Board inclusive of all costs:

For services provided between November 15, 2020 - June 30, 2021

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

Service Rates Proposal

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

The undersigned affirms that the Proposal includes all charges and expenses for the furnishing of all services necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the RFP. If awarded the contract, I will comply with all stipulations contained in the RFP.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten (10) days after receipt of the contract.

Submitted by:

Name of Respondent _____

Address _____

Phone Number _____

Fax Number _____

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

WITNESS:

(Affix corporate seal)
Representative

Authorized

Title: _____

Affidavit

I/We certify that I/We read the foregoing conditions and the RFP and have become familiar with the contents thereof; and that the Proposal of _____

(Name of Company)

submitted to the Montgomery Township Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and the RFP. Any matter submitted with the Proposal document attempting to alter the RFP of the Board of Education may be disregarded, or the Proposal may be rejected.

Corporate Name of Respondent

Address

Telephone Number

Signature of Authorized Agent

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following Addenda:

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

 No Addenda Received

Acknowledged for: _____
(Corporate Name of Respondent)

By: _____
(Signature of Authorized Agent)

Name: _____
(Print or Type)

Title: _____

Date: _____

PD FIRM PERSONNEL AND EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach separate letters where requested.

1. Name of firm: _____

2. Address: _____

3. Phone and Fax Numbers: _____

4. Lead personnel for services being provided (persons who will have supervisory or other responsibility for the work to be performed):

Name	Title
------	-------

5. When Organized or Incorporated: _____

State where Incorporated: _____

6. How many years have you been engaged in the contracting business under your present firm or trading name? _____

7. Have you ever failed to complete any work awarded to your firm? _____

If so, where and for whom? _____

8. Have you ever defaulted on a Contract? _____ If so, where and why? _____

9. Attach schedule of similar scope of work completed by your firm within the last three (3) years. **

10. Attach background and experience of principals of the firm, as well as those employees who will be assigned to perform the scope of work for the Board, including any Technical and Business Certifications held by those individuals which are necessary and relevant to the scope of services in the RFP**

11. Provide a list of clients, including at least three (3) boards of education, for whom you are conducting or have conducted similar scope of work in the last three (3) years.**

**Attach separate sheets to this Personnel and Experience Form with Proposal

I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

WITNESS:

Name

Title

Date

Affix Corporate Seal

Name

Title

Phone Number: _____

Facsimile Number: _____

Email: _____

Date: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;

- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://www.state.nj.us/treasury/contract_compliance/).

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

This form is a summary of the successful contractor’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

- (a) A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,
- _____ Yes _____ No
- (b) A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor’s Employee Information Report, Form AA-302 by the Division. Or,
- _____ Yes _____ No
- (c) The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.
- _____ Yes _____ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee in non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27. et seq.

Company Name _____

Name _____
(Print)

Signature _____

Title _____ Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

**Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all 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 grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a Board of Education designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Business: _____

Address of Business: _____

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein, as the case may be.
(Complete the list below in this section.)

OR

- No one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be. **(Skip to Part IV)**

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

(Please attach additional sheets if more space is needed.)

Part III

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10% or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

Website (URL) containing the last annual SEC (or foreign equivalent filing)	Pages #'s

(Please attach additional sheets if more space is needed.)

Please list the names and addresses of each stockholder, partner or member owning a 10 % or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 % ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

(Please attach additional sheets if more space is needed.)

**Part IV
Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Montgomery Township Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with school district to notify the school district in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the school district to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Non-Collusion Affidavit
N.J.S.A. 52:34-15

I, _____ residing in _____
(name of affiant) (name of city, town or municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____ and that I executed the said proposal with
(title of bid proposal)

full authority to do so. Further, the bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey and the Montgomery Township Board or Education 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 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

(name of contractor)

Subscribed and sworn to before me this _____ day of _____, 2____

Signature

Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

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

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

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 17, 21, & 22

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

County:

Freeholders	County Clerk	Sheriff	Surrogate
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Municipalities (Mayor and members of governing body, regardless of title):

Bedminster Township	Franklin Township	Peapack-Gladstone Borough
Bernards Township	Green Brook Township	Raritan Borough
Bernardsville Borough	Hillsborough Township	Rocky Hill Borough
Bound Brook Borough	Manville Borough	Somerville Borough
Branchburg Township	Millstone Borough	South Bound Brook Borough
Bridgewater Township	Montgomery Township	Warren Township
Far Hills Borough	North Plainfield Borough	Watchung Borough

Boards of Education (Members of the Board):

Bedminster Township	Hillsborough Township	Somerville Borough
Bernards Township	Manville Borough	South Bound Brook
Bound Brook Borough	Millstone	Warren Township
Branchburg Township	Montgomery Township	Watchung Borough
Bridgewater-Raritan Regional	North Plainfield Borough	Watchung Hills Regional
Franklin Township	Rocky Hill	
Green Brook Township	Somerset Hills Regional	

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1	Franklin Township Fire District No. 3
Bridgewater Township Fire District No. 2	Franklin Township Fire District No. 4
Bridgewater Township Fire District No. 3	Hillsborough Township Fire District No. 1
Bridgewater Township Fire District No. 4	Montgomery Township Fire District No. 1
Franklin Township Fire District No. 1	Montgomery Township Fire District No. 2
Franklin Township Fire District No. 2	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

<p>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.</p>
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Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature	Printed Name	Title

Part II – Contribution Disclosure

<p>Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 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.</p>

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____

Name of Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

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

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

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

You must provide a detailed, accurate and precise description of the 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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____	Contact Phone Number: _____

Disclosure of Investment Activities in Iran (cont'd)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Montgomery Township Board of Education is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board to notify the Board in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Montgomery Township Board of Education and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FORM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020 between the Montgomery Township Board of Education, which has offices located at 1014 Route 601, Skillman, New Jersey 08558 (hereinafter referred to as the "Board"), and **[NAME OF SUCCESSFUL PD FIRM]**, which has offices located at **[ADDRESS OF PD FIRM]** (hereinafter referred to as "PD Firm").

WITNESSETH:

WHEREAS, on **[DATE]**, the Board received proposals for Professional Development Services in the Montgomery Township School District (hereinafter referred to as the "District"); and

WHEREAS, the PD Firm submitted the most advantageous proposal, price and other factors considered, as set forth in the Request for Proposals (hereinafter referred to as the "RFP"); and

WHEREAS, on **[DATE]**, the Board awarded the contract for Information Technology Management Services to the PD Firm; and

WHEREAS, the Parties' desire to enter into an agreement memorializing the terms of their understanding.

NOW, WHEREFORE, based on the foregoing premises and mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. The PD Firm is a provider of Professional Development Services (hereinafter referred to as "Services"). This Agreement sets forth the terms and conditions upon which the Board retains the PD Firm to provide Services to the Board.

1.2 Independent Contractor. The PD Firm shall be an independent contractor and shall retain control over its employees and agents.

1.3 Specifications/RFP. The Specifications/RFP for the Services are attached hereto and incorporated herein by reference. In the event of a conflict, the following order of precedence shall prevail: (1) Final Negotiated Agreement; (2) Specifications/RFP and any Addenda thereto; and (3) Proposal submitted by the PD Firm, unless the documents lower in priority imposes a greater obligation on the PD Firm.

ARTICLE II
TERM

2.1 Term of Agreement. The term of this Agreement, unless terminated earlier as hereinafter provided, shall commence on November 15, 2020 and shall continue until June 30, 2021.

This Agreement may be renewed for two (2) additional one (1) year terms, or one (1) two (2) year terms. Renewal of this Agreement is subject to the availability and appropriation of sufficient funds as may be required to meet the extended obligation. Any such renewals shall be subject to the provisions of N.J.S.A. 18A:18A-42.

ARTICLE III
SERVICES

3.1 Service. The PD Firm shall manage and perform the Services in accordance with the aforementioned Specifications and the PD Firm's Proposal dated **[DATE]**, which proposal is attached hereto and incorporated herein by reference.

3.2 Scope of Services. The PD Firm shall perform the services as set forth in the RFP, during the period of Nov 15, 2020 through June 30, 2021:

ARTICLE IV
EMPLOYEES

4.1 PD Firm's Employees. All personnel employed by the PD Firm shall at all times and for all purposes be solely in the employment of the PD Firm. The PD Firm shall provide sufficient and qualified employees as required by the Specifications to perform the Services. The Board reserves the right to reject the assigned personnel if it deems the assigned personnel to be

unsatisfactory. Unless otherwise agreed to by the parties, all Services shall be provided by the employees of the PD Firm.

4.2 Background Checks. The PD Firm shall provide background checks in accordance with N.J.S.A. 18A:6-7.1 for all of its employees performing services to satisfy this Agreement. The cost of the criminal background checks is the responsibility of the PD Firm.

ARTICLE VI
FINANCIAL ARRANGEMENTS

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

ARTICLE VI
GENERAL TERMS AND CONDITIONS

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

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

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

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

6.4 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by

courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Board: Montgomery Township
 Board of Education
 1014 Route 601
 Skillman, New Jersey 08558
 Attn: Alicia M. Schauer, School Business
 Administrator/Board Secretary

To PD Firm: **[ADDRESS & CONTACT PERSON]**

or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

6.5 Termination. If the PD Firm fails to comply with any of its obligations required by this Agreement, then the Board shall have the right, following written notice to the PD Firm specifying the failure, to declare the PD Firm in default and liable for any and all damages incurred by the Board.

Notwithstanding anything contained in the previous paragraph to the contrary, the Board has the right to terminate the Agreement, without cause, by providing the PD Firm with thirty (30) days prior written notice.

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

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

comply with the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act.

6.8 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

6.9 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Business Certification. The PD Firm has attached to this Agreement a copy of its New Jersey Business Registration Certificate.

6.11 Harassment, Intimidation, and Bullying. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student

has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the policy.

6.12 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

6.13 Assignment. The rights of the Board or the PD Firm under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights, money to come due or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

6.14 Jurisdiction. Any and all claims, disputes or other matters in question between the Board and the PD Firm arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Somerset County, New Jersey.

Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise. **The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.**

6.15 Entire Agreement. This Agreement and its attachments (Specifications, Addenda, if any, thereto and the PD Firm's proposal dated [DATE]) and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contract or communications concerning the matters contained herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Term, whichever is sooner.

WITNESS:

MONTGOMERY TOWNSHIP
BOARD OF EDUCATION

Alicia M Schauer
Business Administrator

BY: _____
Phyllis Bursh
Board President

Date: _____

Date: _____

WITNESS:

[PD FIRM'S NAME]

BY: _____

Name (printed):

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to

meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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