

FRANKLIN TOWNSHIP BOARD OF EDUCATION

Request for Proposal: Professional Legal Services
RFP 02-15

Sealed Proposal must be received at:

Franklin Township Board of Education
1755 Amwell Road
Somerset, NJ 08873

by
Tuesday, February 17, 2015
2:00 PM

NOTICE OF REQUEST FOR PROPOSAL
FRANKLIN TOWNSHIP BOARD OF
EDUCATION

Request for Proposal for Professional Legal Services

NOTICE is hereby given that the Franklin Township Board of Education, County of Somerset, will receive sealed proposals for Professional Legal Services.

Packages are available on the Franklin Township Board of Education website, www.franklinboe.org, or at the Board of Education's Business Office, 1755 Amwell Road, Somerset, NJ 08873 Monday through Friday between the hours of 8:30 AM and 3:30 PM.

Proposals must be submitted in a sealed envelope with "Request for Proposal for Professional Legal Services" clearly marked on the outside of the envelope to: Business Office of the Franklin Township Board of Education, 1755 Amwell Road, Somerset, NJ 08873; ATTENTION: Arlene Biesiada, Interim Assistant Superintendent for Business/Board Secretary, up to **2:00 PM**, prevailing time on **February 17, 2015**. The Franklin Township Board of Education takes no responsibility for the punctual receipt of mailed proposals.

The Board of Education advises all firms to take notice and be aware that it reserves the right to reject any or all proposals if it is in the interest of the Board to do so. Previous applicants need not re-apply. All will be considered.

If you have any questions, please contact the Business Office at (732) 873-2400 ext. 333.

Arlene Biesiada
Interim Assistant Superintendent for Business/Board Secretary

SPECIFICATION AND REQUEST FOR PROPOSAL FOR PROFESSIONAL LEGAL SERVICES

1. GENERAL INFORMATION

A. RECEIPT AND OPENING OF PROPOSALS

Proposals will be received by the Interim Assistant Superintendent for Business /Board Secretary of the Board of Education, prevailing time at 2:00 PM on February 17, 2015, at the Business Office, 1755 Amwell Road, Somerset, NJ 08873.

All proposals must be submitted in sealed envelopes bearing on the outside the words “Request for Proposal for Professional Legal Services”, the name of the firm, its address and phone number. The firm assumes the risk of any delay in the mail or in the handling of the mail by employees of the Board of Education. Whether by mail or by means of personal delivery, the firm assumes responsibility for having its proposal deposited with the Interim Assistant Superintendent for Business or his designated representative.

The firm must provide 3 hard copies and an electronic version of the proposal.

Any proposal received after the time and date specified will not be considered.

No firm may withdraw a proposal within sixty (60) days after the actual date of the opening thereof.

B. PREPARATION OF PROPOSAL

Proposals should be concise and clear. Proposals must be complete; failure to include all required information may result in disqualification or lower evaluation rankings.

Responses to the RFP will be the primary source of information used in the evaluation process. Proposals should be as complete as possible. However, the Franklin Township Board of Education may:

- Contact any applicant to clarify any response.
- Contact any user of an applicant’s services.
- Solicit information from any available source concerning any aspect of the proposal.
- Seek and review any other information it deems pertinent to the evaluation process.

C. COSTS

The firm must provide an hourly rate to be applied for services by completing and submitting the Proposal Amount Form (See Appendix A). The cost of preparing a response to this Request for Proposal, including site visits and/or preliminary analyses, will not be reimbursed by the Board.

D. TERM

The term of the contract shall commence approximately 60 days of the receipt of proposals and be renewed at the Re-organization Meeting in January on a calendar year basis.

E. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications will be made to any firm orally. Every request for such interpretations must be in writing to Arlene Biesiada, Interim Assistant Superintendent for Business/Board Secretary, Franklin Township Board of Education, 1755 Amwell Road, Somerset, New Jersey, 08873 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications, which, if issued, will be mailed or faxed to all prospective firms not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any firm to receive any addenda or interpretation shall not relieve any firm from any obligation under his proposal submitted. All addenda so issued shall become part of the contract document.

F. EVALUATION OF PROPOSALS

The Board expects to undertake the selection process shortly after the deadline for receiving Requests for Proposals and expects to award the contract within 60 days of the receipt of proposals. Each step in the selection process is described in the sections that follow. All proposals will be evaluated by a Selection Committee. The Committee may conduct interviews with finalists to clarify information provided in the proposals. The Board will make a final selection based upon such factors as are deemed to be in its best interests, as recommended by the Selection Committee.

The Franklin Township Board of Education shall not be obligated to explain the results of the evaluation process to any proposer.

2. STATEMENT OF WORK

The Franklin Township Public School District is currently comprised of nine schools, grades Pre K –12. The district currently serves approximately 8,300 students. The district has multiple special education programs and an extensive extra-curricular and interscholastic athletic program.

The Board of Education normally meets every third and fourth Thursday.

The selected firm will provide legal services including, but not limited to the following:

A. SERVICES TO BE INCLUDED IN EACH SPECIFIC SERVICE AREA

1. Legal counsel and advice to the Board and Administration.
2. Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the Board or the Administration.
3. Written legal opinions upon request.
4. Initiate and/or defend lawsuits as necessary and at the direction of the Board.
5. Prepare all necessary legal documents.

6. Attend regular meetings of the Board and its meetings with committees or third parties upon request.
7. Work cooperatively with legal counsels of insurance companies, consortiums, or other collective with whom the Board may be affiliated.
8. Represent the school district in all judicial and/or administrative proceedings within the specific service area in which the district or any of its board members, administrators, or agents may be a party or have an interest.
9. Provide written, timely notification to the Board of changes in school law or state regulations including court and administrative decisions that might impact upon the operation of the school district.
10. Conduct in-service programs on specified legal issues for appropriate staff members upon request.
11. Fulfill other legal duties as are commonly accepted and assigned.

B. SPECIFIC SERVICE AREAS

GENERAL COUNSEL SERVICES TO BE PROVIDED

1. Review and advice for legal notices, resolutions, board policies, and matters of district governance.
2. Review and advice in matters of procurement and service contracts, bid specifications, bidding matters, contract preparation and execution, and remedies of contract disputes.
3. Provide advice and counsel on all matters related to regular students including discipline, attendance, adherence to rules and regulations, etc.
4. Represent the Board in matters involving interface with the municipal governing bodies including planning and adjustment boards, financial matters, jurisdictional matters, etc and with state agencies such as the SDA, DOE, and EPA as needed.
5. Provide assurance statements as required for financial audits, bonding matters, and grant compliance

SPECIAL EDUCATION COUNSEL SERVICES TO BE PROVIDED

1. Review special education issues upon request and provide guidance to Board and Administration.
2. Represent the district in mediation upon request.
3. Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings.
4. Serve as the district's liaison to the legal representatives/advocates of parents.
5. Review special education contracts upon request.

LABOR/PERSONNEL COUNSEL SERVICES TO BE PROVIDED

1. Advise the board in all legal matters pertaining to collective bargaining, labor relations and personnel administration:
 - a. Review grievances with the administration and assist in the writing of administrative responses to grievances.
 - b. Represent the Board in all grievances at the Board review level and beyond.
 - c. Represent the Board in all arbitrations, administrative proceedings, court proceedings, etc. involving labor relations or personnel administration.
 - d. Advise the Board on employment, employee discipline, seniority, tenure and other personnel administration matters.

C. OTHER

Counsel may also be called upon to provide other types of legal services of a specialized nature (i.e. construction matters).

3. OTHER REQUIRMENTS

A. QUALIFICATIONS

Competency, fitness and financial responsibility of firms and any sub firms will be considered in making the award. If required, they shall support their claims of competency, fitness, and financial responsibility with evidence satisfactory to the Board of Education.

The proposal must provide the following identifying information:

1. Name and Address
2. Length of time in existence
3. A list of all current New Jersey public school clients and length of service to each. Please identify the grade level of each school district.
4. A list of all other New Jersey public school clients to whom you provided service within the last 2 years and the length of services to each.
5. Statement regarding the financial stability of the firm and the ability of the firm to perform the requested services included in this response.
6. The firm must disclose in the proposal any contractual or personal relationship that exists or has existed between the firm and any sub firms and their employees and the Franklin Township Board of Education and its employees.
7. The firm must provide a statement that neither the firm nor any individuals assigned to the Franklin Township Board of Education are suspended or otherwise prohibited from professional practice by any federal, state, or local agency.

B. QUALIFICATIONS OF STAFF

The proposal must provide resumes of all management, supervisory and key personnel that will be involved in delivering legal services. Please provide the following for each person:

1. Full name
2. Educational background
3. Relevant employment history, including dates of employment
4. A comprehensive list and detailed description of an individual's relevant experience delivering legal assistance to other public school districts similar to this one.

Any change in the personnel from the above must be agreed to in advance by the Franklin Township Board of Education.

C. RECORD OF CASES TRIED

The firm must demonstrate a proven record of cases tried before the Federal District court for the District of New Jersey and/or demonstrate a proven record of cases tried in the Trial and the Appellate Divisions of the Superior Court of New Jersey and the Office of Administrative Law.

D. SELECTION CRITERIA

The Board of Education will evaluate proposals using the following criteria:

1. Demonstrated experience with New Jersey Pre-K-12 public school districts.
2. Availability of staff to meet the legal services needs of the district, including attendance, as requested, at regularly scheduled meetings, currently scheduled for the third and fourth Thursday of each month, and other committee or public meetings.
3. Recommendations from at least five current public school clients.
4. Fee proposal

E. INSURANCE AND HOLD HARMLESS

INSURANCE REQUIREMENTS

The firm shall purchase and maintain the following insurance coverage:

1. Commercial General Liability, with limits of at least \$1,000,000 per occurrence, combined single limit.
2. The Vendor shall also name “Board of Education ” as an additional named insured on its General Liability Policy.
3. Professional Liability (or Errors and Omission Insurance as appropriate) with limits of at least \$1,000,000 per claim.
4. Workers Compensation, with required statutory limits and Employers Liability limits of a minimum as follows:
 - a) \$500,000 bodily injury by accident for each accident;
 - b) \$500,000 bodily injury by disease, policy limit;
 - c) \$500,000 bodily injury by disease, each employee.

Certificates of insurance in compliance with the required insurance of this section shall be filed with the Board of Education prior to the firm beginning any work under its contract. The certificate shall provide for a thirty (30) days’ notice to Board of Education for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Board of Education upon request.

Insurance coverage as required under this section shall be maintained without interruption from the date the firm begins work, until the date of final payment and termination of any other coverage required to be maintained after final payment to the firm.

HOLD HARMLESS

The firm shall indemnify and hold Board of Education, his agents and employees harmless of and from any and all claims, demands, damages, costs, losses and expenses, including but not limited to attorney fees, regarding personal injury, property damage, sickness, disease or death caused in whole or in part by the negligent acts or omissions of the firm, which arise or result from performance of the work to be performed by the firm under this contract. This obligation shall remain in effect regardless of whether or not the claim, demand, damage, loss, cost or expense is caused in part by a party indemnified under this contract.

The obligation to indemnify and hold “Board of Education ” harmless under this Agreement shall extend to any negligent acts or omissions of the firm, its agents, employees, any of its sub firms, their agents, employees, anyone directly or indirectly employed by the firm or its sub firms, or anyone for whose acts they may be held liable. This obligation shall not limit, negate, diminish or otherwise reduce any other rights or obligations that may exist as to a party or person as described under this section.

In any claim by an employee of the firm, the firm’s sub firms, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, that may be made against the Board of Education or any person or entity indemnified under this Agreement, the indemnification obligation shall not be reduced or limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the firm, or its sub firms, under any laws, regulations or acts regarding workers compensation, disability benefits or any other employee benefits.

F. EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

The firm shall sign and return the Mandatory Equal Employment Opportunity Language Statement and Americans with Disabilities Act of 1990 Statement (See Exhibit A and Appendix B).

G. AFFIRMATIVE ACTION EVIDENCE

All successful bidders are required to submit evidence of appropriate affirmative action compliance. The vendor/firm shall submit to the Franklin Township Board of Education prior to the execution of the contract. Firms shall complete and submit an Employee Information Report Form AA-302 upon notification of award. Proper completion and submission of this report shall constitute evidence of the firm’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. Firm shall sign and return a statement agreeing to supply required forms if awarded the contract (See Appendix C).

H. STOCKHOLDER’S DISCLOSURE

All firms are hereby notified that every corporation and partnership, according to the provisions of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% of greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. The firm must complete and sign The Stockholder’s Disclosure Form (See Appendix D).

I. PROOF OF BUSINESS REGISTRATION CERTIFICATE

All business organizations that do business with a local contracting agency, including Boards of Education as defined in the Public School Contracts Law, are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with that business.

Information on how to secure a Business Registration Certificate is available on the following web site: <http://www.state.nj.us/treasury/revenue/busregcert.htm>. N.J.S.A. 52:32-44 imposes the following requirements on firms and all sub firms that **knowingly** provide goods or perform services for a firm fulfilling this contract: 1) the firm shall provide written notice to its sub firms to submit proof of business registration to the firm; 2) prior to receipt of final payment from a contracting agency, a firm must submit to the contracting agency an accurate list of all sub firms or attest that none was used; 3) during the term of this contract, the firm and its affiliates shall collect and remit, and shall notify all sub firms and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A firm, sub firm or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

J. NON-COLLUSION

The firm shall sign and return the Affidavit of Non-Collusion with their proposal (See Appendix E).

4. RIGHTS RESERVED

The Board of Education reserves the right to accept or reject any or all proposals or parts of proposals for the services specified as it may deem advisable, or waive any defects therein and to award contracts, as in its judgment may be deemed best for the Board of Education.

5. PAYMENT

Payment for work completed will only be received upon determination from the Board of Education that all work is satisfactorily completed.

6. TERMINATION

The firm may terminate the contract upon the provision of thirty (30) days notice to the Board. The Board may terminate the contract by resolution at any time.

7. ENTIRE AGREEMENT

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder which shall continue in full force and effect. This Agreement is made pursuant to the requirements of N.J.S.A. 18A:18A-1 *et seq.* This Agreement can be modified or amended only in writing, with the signatures of both parties.

PROPOSAL AMOUNT FORM

Proposal of _____

Hereinafter called the "firm", a corporation / partnership / an individual doing business;
^strike out inapplicable terms^

To the Franklin Township Board of Education, 1755 Amwell Road, Somerset, New Jersey 08873,
hereinafter called the "Board of Education".

The firm, in compliance with your invitation for proposals for "Legal Services", having examined the plans and specifications with related documents and being familiar with all of the conditions surrounding the request for proposal for Legal Services, hereby proposes to conduct Legal Services in accordance with the request for proposal documents within the time set forth therein and at the prices provided in the attached Cost Proposal table. These prices are to cover all expenses incurred in providing Legal Services required under the contract documents, of which this proposal is a part.

The firm understands that the Board of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process. The firm agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The firm hereby certifies that all of the figures herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for withdrawal of this proposal after opening on these grounds.

Respectfully submitted by:

Signature

Name (typed or printed)

Title
(Seal – if proposal is by a corporation)

Name of Firm

Business Address / Zip

Telephone

COST PROPOSAL

The firm agrees to provide Legal services as described in the specifications and shown in the request for proposal, for the following sums:

	COST	COST (WRITTEN OUT)
HOURLY RATES:		
Shareholders (Partners)		
General Counsel		
Special Education		
Labor/Personnel		
Counsel		
General Counsel		
Special Education		
Labor/Personnel		
Of Counsel		
General Counsel		
Special Education		
Labor/Personnel		
Senior Associate (>10 yrs exp)		
General Counsel		
Special Education		
Labor/Personnel		
Associate		
General Counsel		
Special Education		
Labor/Personnel		
Paralegals		
Office Staff		
Other (specify)		
Billable Expenses to be billed at cost (enter 0) or at % markup (enter percentage)		

The amount shall be shown in words and in figures. In case of discrepancy the amount in words shall govern.

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 SERVICE AND GENERAL SERVICE CONTRACTS

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

The firm or sub firm, 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 firm 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 firm 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 firm or sub firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the firm, 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 firm or sub firm 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 firm's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The firm or sub firm, 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 firm or sub firm 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 firm or sub firm 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 firm or sub firm 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 firm or sub firm 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 firm 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 firm and its sub firms shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the

purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

NAME

COMPANY

SIGNATURE

DATE

APPENDIX B

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

The firm and the Franklin Township Board of Education, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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 firm agrees that the performance shall be in strict compliance with the Act. In the event that the firm, its agents, servants, employees, or sub firms violate or are alleged to have violated the Act during the performance of this contract, the firm shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The firm shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The firm shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the firm 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 firm 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 firm along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the firm 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 firm pursuant to this contract will not relieve the firm 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 firm, its agents, servants, employees and sub firms for any claim which may arise out of their performance of this Agreement. Furthermore, the firm expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the firm's obligations assumed in this Agreement, nor shall they be construed to relieve the firm from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME

COMPANY

DATE

SIGNATURE

**EMPLOYEE INFORMATION REPORT
FORM AA-302**

I attest that I have read and agree to comply with the Affirmative Action – Exhibit A, mandatory affirmative action language for Goods, Professional Service and General Service Contracts included in these bid specifications.

I further agree to complete an **Affirmative Action Employee Information Report Form AA-302** as required.

The AA-302 form & instructions are available at this web site:
http://www.state.nj.us/treasury/contract_compliance/#

Go to this section of the page and click where applicable. If you do not have Adobe Acrobat Reader you must download this program to view the forms (it’s free – just click on Adobe Acrobat Reader).

<p>ns</p> <p>al Project Workforce Report - Construction (AA-201) (5 kb) al Project Workforce Report - Construction (AA-201) Instructions (7 kb) thly Project Workforce Report (AA-202) (12 kb) thly Project Workforce Report (AA-202) instructions (30 kb) mployee Information Report (AA-302) (NV kb) mployee Information Report (AA-302) Instructions (12 kb) dor Activity Summary Report (3 kb)</p> <p>The above forms require Adobe Acrobat Reader</p>

Signature

Date

STOCKHOLDER'S DISCLOSURE

Section I or II must be completed and filed in the office of the Franklin Township Board of Education before any contractual agreement can be entered with any vendor.

SECTION I

I do hereby certify that _____ is not a corporation or
Name of Vendor
partnership.

Authorized Signature

SECTION II

I, _____
(Name and designation of authorized officer)

of _____
(Name of Corporation)

OR

I, _____

of _____
(Name of Partnership)

hereby certify that the following is a list of names and addresses of all stockholders in the corporation, or any person or persons, having an interest in the partnership who own 10% or more of its stock of any class or of all individual partners in the partnership who own 10% or greater interest therein. And, I further certify that if one or more of such stockholders or partners is itself a corporation or partnership, that there is also set forth herein the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership, as the case may be.

<u>NAME</u>	<u>ADDRESS</u>	<u>INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX E
AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY, COUNTY OF _____, I, _____

of the _____ of _____ in the County of _____,

State of _____, of full age, being duly sworn according to law on my oath, depose

and say that:

I am _____ of the firm of _____,

The Firm making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above project; and that 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 relies upon the truth of the statement 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 Firm

(N.J.S.A. 52:32-15) _____

(Authorized Signature)

Subscribed and sworn before me

this . day of _____, 200_____

(Seal) Notary Public of N.J.

My commission expires: _____, 20_____.

And, I further certify that this statement is complete and continued unto the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

And, I further certify this statement is made in compliance with Chapter 33, Laws of New Jersey of 1977.

(Signature and designation of corporate office or partner)

If there are questions concerning this form or its completion, refer to Statute (P.L. 1977, ch.33) N.J.S.A. 52:25-2.42.

ATTESTED TO: _____
(Affix Corporate Seal)

To be completed, signed below & returned with proposal.

**Franklin Township Board of Education
Business Office**

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

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."

P.L. 2006, c.271

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

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

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

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

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

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

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

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

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

Franklin Township Board of Education
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 box below.

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 _____

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

FRANKLIN TOWNSHIP BOARD OF EDUCATION

PROFESSIONAL DEVELOPMENT IN LEGAL SERVICES DOCUMENT CHECKLIST*

X - Required with Bid * - Required with Contract	DOCUMENT	INITIAL
X	Appendix A - Bid Proposal Form	
X	Exhibit A- Mandatory Affirmative Action Language	
X	Appendix B - Americans with Disabilities Act of 1990 Language	
X	Appendix D – Stockholder Disclosure Certification	
X	Appendix E - Non-Collusion Affidavit	
*	Business Registration Certificate	
X	Firm Qualifications	
X	Detailed Proposal	
*	Certificate of Insurance	
*	Appendix C - Employee Information Report	
	Chapter 271 – Political Contribution Disclosure	
	Disclosure of Investment Activities in Iran	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.