

June 18, 2018

NIGHTLINGER, COLAVITA & VOLPA*A Professional Association**Certified Public Accountants*

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Pennsville Board of Education
ATTN: Mr. Richard Davidson
30 Church Street
Pennsville, New Jersey 08070

RE: Audit Engagement Letter – Single Audit

Dear Mr. Davidson:

We are pleased to confirm our understanding of the services we are to provide the Pennsville School District for the period ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Pennsville School District, as of and for the period ended June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Pennsville School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Pennsville School District's RSI. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The Management's Discussion and Analysis, Budgetary Comparison Schedules (C-1, C-2) and the Schedules Related to Accounting and Reporting for Pensions (GASB 68) are all RSI that are required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

Supplementary information other than RSI also accompanies the Pennsville School District's basic financial statements. We will subject the Schedules of Expenditures of Federal Awards and State Financial Assistance to the auditing procedures applied in our audit of the basic financial statements including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with statutes, regulations, and the terms and conditions of awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and compliance related to State Financial Assistance will be in accordance with *Audits of States, Local Governments, and Non-Profit Organizations* and State of New Jersey's OMB Circular Letter 15-08.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and the provisions of the State of New Jersey's OMB Circular Letter 04-04, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to follow up to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review as needed.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Management will be responsible for designating this individual as having the suitable skill, knowledge and experience to oversee this non-audit service as well as evaluating the adequacy and results of those services.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award and state financial assistance programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the designed and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Newfield Board of Education's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Federal and New Jersey *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each Newfield Board of Education's major programs. The purpose of these procedures will be to express an opinion on Newfield Board of Education's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State of New Jersey's OMB Circular Letter 15-08

Audit Administration, Fees and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

As required by the NJ Dept. of Education, we will enter the AUDSUM in NJDOE Homeroom and management is responsible to carefully check the reports generated by AUDSUM and communicate any changes to us for correction and the preparation of the electronic submission. It is the responsibility of Management to transmit the Audsum data via the web application in a timely manner as proscribed by NJDOE.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. We will provide the necessary number of copies of our reports to the NJ Department of Education, County, School District and the Department of Agriculture (if necessary); however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Nightlinger, Colavita & Volpa, PA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to NJ DOE or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nightlinger, Colavita & Volpa, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the NJ DOE. If we are aware that a federal awarding agency, pass-through entity or Auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 3, 2018 and to issue our reports no later than December 1, 2018. Raymond Colavita is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

With regard to other services, our hourly rates are as follows:

Partner	\$130
Senior	\$ 90
Assistant Senior	\$ 70
Staff	\$ 55 - 65
Office Support	\$ 45 - 55

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2015 peer review letter is available upon request.

Our fee for these services will be as follows:

Audits - June 30, 2018:

General	\$	13,607
Food Service		1,087
ASSA		1,087

Non-Attest

Preparation of Financial Statements/CAFR		2,632
Preparation of AudSum for Certification		827
	\$	<u>19,240</u>

We appreciate the opportunity to be of service to the Pennsville School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully Submitted,

NIGHTLINGER, COLAVITA & VOLPA, PA



Raymond Colavita, CPA, RMA
Licensed Public School Accountant
No. 915
June 12, 2018

RESPONSE:

This letter correctly sets forth the understanding of Pennsville School District

By: _____

Title: Business Administrator

Date: 6/12/18

SB041

PENNNSVILLE BOARD OF EDUCATION

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Budget year: 2017-18

VENDOR INFORMATION LIST

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Attachment 1

Number	Vendor Name	Inact	YTD Orders
6100	4IMPRINT		208.19
5468	AASA		450.00
05194	AATG		100.00
5356	AATSP		65.00
6089	ABSEGAMI HIGH SCHOOL		100.00
5936	ABUWI II, SAEED T.		360.00
5968	ACADEMIC THERAPY PUB/HIGH		2,207.70
5363	ACADEMIC THERAPY PUBLI		154.00
3965	ACE PLUMBING, HEATING,		256.85
5490	ACHIEVE3000		34,900.00
44	ACME MARKETS, INC		884.61
8589	ACTFL		85.00
5986	ACTON, MARYANN		21.50
6063	ADA SPORTS		377.50
5985	ADVANCED ASSESSMENT SYS,		19,770.00
6055	ADVANCED CABLING		37,240.00
4661	ADVANCING OPPORTUNITIES		5,940.00
5948	ADVENTURE AQUARIUM		1,730.00
6029	AGUILAR-REYNA, ARELI		56.25
5751	AIR BASE CARPET & TILE MA		3,082.07
5204	ALD THERAPY, LLC		60,000.00
6133	ALL THE DIFFERENCE, INC.		2,900.00
1454	ALLEN, DENISE		48.10
3637	ALPHA CARD SYSTEM LLC		354.95
52	ALUMINUM ATHLETIC EQUIPME		18,085.00
5770	AMERICAN BOUNCE, LLC		395.00
6042	AMERICAN BUTTON MACHINES		524.53

**PENNSVILLE BOARD OF EDUCATION
VENDOR INFORMATION LIST**

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5712	AMERICAN RED CROSS		383.00
172	AMERICAN SCHOOL COUNSEL A		784.00
1146	AMERICAN TIME & SIGNAL CO		401.03
6034	AMMON, JOANNE		225.00
5995	ANDERSON, MICHELLE		37.65
2241	AP EXAMINATIONS		7,490.00
3724	APPEL FARMS ARTS & MUSIC		225.00
4289	APPLE INC		1,864.00
6022	ARCHWAY PROGRAMS		75,820.00
3874	ARTHUR J GALLAGHER RISK		850.00
5769	ARTS & EDUCATION CENTER		425.00
864	ASBO INTERNATIONAL		225.00
270	ASCD		1,475.59
4672	ASNA		475.00
521	ASTA		116.00
5124	ASTRO SIGN CO		724.10
4626	AT&T MOBILITY LLC		12,600.00
300	ATLANTIC CITY ELECTRIC		293,937.64
5915	BAILEY, SHAUN		90.80
3727	BAKER-PLALE, KYLE		244.04
3009	BANCROFT NEUROHEALTH		25,000.00
2973	BARNES AND NOBLE		4,687.47
3720	BAYADA HOME HEALTH CARE I		110,000.00
2320	BAYSHORE FORD		3,090.38
5048	BE PUBLISHING		374.05
5818	BEACHBALLS.COM LLC		65.78
6122	BEACON ATHLETICS, LLC		455.86

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VENDOR INFORMATION LIST**

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5993	BEALS, STACIE		31.65
330	BEAR COM WIRELESS WORLDWI		1,503.80
6004	BEAUCHAMP, ROSS		3,200.00
5265	BEHAVIOR ANALYSTS, INC.		640.00
3735	BELDING, ROBERT		59.76
6093	BELMAR SHADE & BLIND CORP		1,838.00
4971	BENCHMARK EDUCATION CO LL		14,985.00
768	BENNETT PH D, RITA P		88.20
6141	BENSON, LEAH		200.00
3887	BEYL, LORRAINE		1,306.42
4780	BIEBEL, CAROLINA		80,000.00
6062	BIOFIT ENGINEERED PRODUCT		177.00
6002	BIOZONE CORPORATION		95.95
5667	BLACKMAN, PHIL		3,200.00
490	BLICK ART MATERIALS		13,585.74
1666	BOBUK, SUSAN		338.98
5577	BODINE, CARLTON		500.00
5530	BONNER, JENNIFER		500.00
5086	BONOWSKI, DAVID		365.07
70	BRADLEY-SCIOCCHETTI, INC		985.00
5469	BRAINPOP LLC		1,970.00
1283	BRIDGETON BOARD OF EDUCAT		180.00
1675	BRIDGETON HS BOYS ATHLETT		300.00
5170	BRODZIK, MICHAEL		3,023.15
1990	BROOKFIELD ACADEMY		180,459.00
876	BROOKFIELD ELEMENTARY		138,146.00
6021	BROOKS-IRVINE		75.00

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
4510	BROWN, JULIE		185.43
282	BSN SPORTS		5,688.08
250	BUBECK, NANCY		2,780.00
2488	BUNCH, ROBIN		35.09
1134	BUREAU OF EDUCATION & RES		5,614.00
5930	BURNETT, JUDY		743.81
5189	BURSTEIN, SUSAN		280.00
6097	BUS PARTS WAREHOUSE		179.40
3866	BUSILLO, ALICIA		235.97
6091	CALL, GEORGIA		1,000.00
5721	CAMDEN COUNTY EDUCATIONAL		1,020.60
6124	CAPASSO, KAYTLYN		360.00
5989	CARDILLO, GLORIA		10.00
790	CAREER CRUISING		3,299.00
4424	CARL ARENA MEMORIAL FUND		225.00
2342	CARLEX		519.55
321	CARLSON'S AUTO PARTS INC		1,890.09
6010	CARLTON, DANIEL		225.00
770	CAROLINA BIOLOGICAL SUPPL		6,815.03
1553	CARSON-DELLOSA PUBLISHING		129.02
6120	CAVALCADE OF BANDS		300.00
5174	CDW-G, INC.		81,558.27
977	CENTERION COUNTRY CLUB, L		3,159.00
1309	CENTRAL JERSEY EQUIPMENT		200.11
898	CENTRAL PARK SCHOOL PETTY		200.00
6005	CHAPTER 1 TOB		150.00
6115	CHARLES HILL MEMORIAL TOU		300.00

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
4290	CHEROKEE HIGH SCHOOL		90.00
6110	CHILDLIGHT YOGA, LLC		1,600.00
4969	CHILDWORKCHILDSPLAY		142.87
6111	CINCINATTI SPJ		130.00
6047	CINEMARK MOVIES		131.25
5444	CLARKE SCHOOLS		22,000.00
6041	CLASS MEMBERSHIP		40.00
5430	CLASSROOM PRODUCTS LLC		6,005.66
4591	CLEARVIEW REG HIGH SCHOOL		70.00
4829	CM3 BUILDING SOLUTIONS, I		86,591.00
4256	COAST TO COAST COMPUTER P		979.94
4534	COLES MUSIC SERVICE LLC		15,371.42
3425	COLLEGE BOARD MSRO		1,075.00
173	COLLEGE ENTRANCE EXAM. BO		2,889.00
6127	COLLINGSWOOD ARCHITECTURA		471.00
5514	COLLINGSWOOD BOE		450.00
4394	COLONIAL ELECTRIC SUPPLY		1,970.23
5644	COMCAST		97,980.00
4192	COMEGNO LAW GROUP PC		30,000.00
5438	COMPUTER SOLUTIONS INC.		25,173.76
6061	CONVERGEONE, INC.		2,548.00
6119	COOK, SHARON		62.66
5047	CORPORATE LAMP & ELECT RE		1,400.00
5710	COSTA-WESELSKI, DIANA		2,000.00
783	COUNCIL FOR EXCEPTIONAL C		115.00
1030	COURIER POST		233.94
2971	COWAN'S AUTO CENTER, BRIA		1,652.44

**PENNSVILLE BOARD OF EDUCATION
VENDOR INFORMATION LIST**

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5080	CRUICE, TERESA		69.73
5864	CULLEN, RYAN		2,550.00
4947	CUNNINGHAM, CATHERINE C		550.00
2969	D & M AWARDS		1,802.80
6092	D & S MARKETING		263.34
5458	D&D FLOORING SPECIALIST		22,500.00
6140	D'AGOSTINO'S WATER SOL. L		27,450.00
830	DAANU, INC.		375.00
4312	DARROW, ANTHONY		2,145.00
5569	DAVIDSON, RICHARD		723.81
5982	DAVIES, PATRICIA		21.44
741	DE HART & SON, H A		1,297.40
3047	DELL MARKETING L.P.		5,291.00
6058	DELPHI CREATIVITY GROUP		2,059.34
2043	DEMCO		3,646.60
5961	DEMOULIN BROTHERS & COMPA		2,652.59
5870	DEVLIN, MICHELLE		48.97
5520	DIFFERENT ROADS TO LEARNI.		289.60
5966	DISNEY EDUCATIONAL PRODUC		39.98
5559	DISTRICT ADMIN LEADERSHIP		2,507.50
5524	DOBSON, TORRI		1,498.50
5601	DOLBOW, MODESTY		1,000.00
5875	DOLLAR TREE		100.00
5987	DOMINIC, MONICA		25.39
5681	DON J. URIE ASSOCIATES, I		13,697.00
4430	DRUG TEST YOUR TEEN		600.00
342	DUBOIS, SUZANNE		16.92

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4806	DZWILL, MAUREEN		136.00
4592	E RATE PARTNERS		100.00
1548	EAGLE AWARDS		224.75
2113	EAI EDUCATION		1,976.75
5678	EASTERN CAMDEN COUNTY		56,559.00
5483	ED CLUB, INC.		320.10
1742	EDGEWOOD PRESS INC		994.00
4656	EDUCATION, INC.		496.76
5160	EDUCATIONAL DESIGN, LLC		138.00
6003	EDUCATIONAL RESOURCES OF		14,586.00
6006	EDUCERE, LLC.		22,538.00
3888	EFELIS, ROBIN		13.40
6108	EI US, LLC.		2,097.53
1777	EMEDCO INC		128.45
6051	EMERGENCY MEDICAL PRODUCT		249.95
5901	EMMONS, RUSS		116.99
5257	ENCORE DATA PRODUCTS, INC		2,780.00
4259	ENGLISH SEWAGE DISPOSAL,		2,225.00
4173	EPIC ENVIRONMENTAL		8,977.00
5617	EPS LITERACY AND INTERVEN		230.95
5511	ERCO INTERIOR SYSTEMS		769.00
50	ERCOLI, JOANNE		7.84
5488	ESGI, LLC		1,432.00
6069	ESPECIAL NEEDS, LLC		677.95
5861	EWING TWP PUBLIC SCHOOL D		1,098.00
4212	EWING WRESTLING BOOSTER		425.00
5998	F.A.M.E FOUNDATION		6,100.00

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
3954	FACTS ON FILE, INC.		3,677.58
5132	FALASCA MECHANICAL		9,973,219.79
2186	FAST SERVICE, INC		3,351.87
5008	FEA FOUNDATION FOR ED ADM		2,661.00
164	FED EX		27.59
5597	FICKE, SUSAN		3,614.22
2481	FITNESS FINDERS, INC.		186.25
6071	FIVE BELOW, INC.		1,055.00
823	FLAGHOUSE, INC		486.13
910	FLINN SCIENTIFIC INC.		1,117.25
5492	FLOCABULARY LLC		2,000.00
6129	FOLEY, LUISA F.		200.00
8010	FOLLETT LIBRARY RESOURCES		4,472.93
5440	FOLLETT SCHOOL SOLUTIONS,		2,806.91
4156	FOLLETT SOFTWARE COMPANY		4,462.50
6037	FOOTAGE FIRM, INC.		227.00
5318	FORNITO, NICOLE		3,750.00
2541	FOUNDATION FOR EDUCATIONA		300.00
5890	FOUNDATIONS FOR LEARNING,		374.00
3101	FOUR ACRES TRAILER SALES		497.20
5756	FRONTLINE TECHNOLOGIES GR		25,405.23
859	FULMER, COLLEEN		248.62
5975	FUN AND FUNCTION, LLC		479.21
3819	G C TIRE CO & AUTO REPAIR		5,070.71
5456	GALE/CENGAGE LEARNING		7,063.84
5740	GANDY, KAYLEE		300.00
8062	GANN LAW BOOKS		1,390.50

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
1257	GATEWAY REGIONAL HIGH SCH		450.00
4779	GCA SERVICES GROUP		1,162,077.76
528	GCSSD JIF		370,548.00
5023	GENESIS TECHNOLOGIES		2,500.00
8890	GEORGE SPARKS ELECTRIC LL		1,836.00
239	GIBAU, NANCY L		48.79
6009	GILL ASSOCIATES IDENTIFIC		2,380.00
4112	GLAZIER CLINICS		479.00
5076	GLOBAL COMPLIANCE NETWORK		1,400.00
5479	GLOBAL EQUIPMENT COMPANY,		152.30
8172	GLOUCESTER COUNTY SPECIAL		628,902.63
5682	GOLBORO, JANA		117.43
4887	GOLF TEAM PRODUCTS, INC		659.00
355	GOPHER/PLAY WITH A PURPOS		1,799.10
448	GRANGER INC, W W		4,276.51
5934	GRAVES, TYLER		360.00
5513	GRAYBAR ELECTRIC CO.,INC.		5,016.47
6087	GREENWICH TOWNSHIP BOE		4,885.29
5264	GRUMBACHER, SUZANNE		11,600.00
113	GUS'S PIZZERIA		86.00
5081	HADDON HEIGHTS HIGH SCHOO		300.00
5776	HAIGS SERVICE CORPORATIO		30,815.00
6070	HAREBRAN INCORPORATED		1,097.92
433	HARRIS JEWELERS		300.00
4883	HARRIS, RENEE		1,000.00
5963	HARSHMAN, LISA		112.50
6138	HARTMAN, HOLLY		8.25

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6076	HEALTHCARE COMMONS, INC.		320.00
5628	HEC SOFTWARE, INC.		19,742.00
2252	HEINEMANN		9,045.21
8460	HERMITAGE ART CO INC, THE		83.27
5454	HERRMANN, LARRAINE		190.32
523	HEWITT PSYCHIATRIC PC		2,325.00
4092	HILLYARD/DELAWARE VALLEY		281.70
5638	HINDMAN, STEVE		125.00
64	HOBY		225.00
729	HOLLYDELL SCHOOL		86,572.48
6083	HOLZWORTH, KATHERINE		2,000.00
1679	HOME DEPOT		70.07
6057	HOME SCIENCE TOOLS		36.80
5810	HONORS GRADUATION LLC		381.45
6027	HOOD, REBECCA		212.04
3298	HOUGHTON MIFFLIN HARCOURT		40,430.61
8530	HOUGHTON MIFFLIN HARCOURT		46,115.73
453	HOVANEC, MARTHA C		430.09
5696	HR WORKPLACE SERVICES, IN		1,350.00
5161	HUDL		999.00
1944	HUMPHRIES, CHARLOTTE M.		53.76
5969	HUT GLOBAL, INC.		12,352.20
3615	IDVILLE		551.78
8571	INDCO, INC		3,430.52
4440	INDEPENDENT UMPIRE ASSOC,		279.00
3790	INFO GRAPHIX SYS, INC		661.20
3559	INKHEAD.COM		1,254.42

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5837	INSECT LORE		75.85
5917	INSPIRA MEDICAL CENTERS,		100.00
5689	INTERACTIVE KIDS		9,781.25
4535	INTERLINE BRANDS INC		1,024.10
5459	INTERNATIONAL DYSLEXIA AS		225.00
5627	INTERNATIONAL LITERACY AS		543.00
5869	INTERWORLD HIGHWAY LLC		13,921.46
5258	ISTE		120.00
4853	IXL LEARNING, INC.		13,725.00
1195	J & M MECHANICAL CONTRACT		7,827.50
1522	JAMES DOORCHECK INC		2,569.67
5880	JIGSAW LEARNING LLC		1,973.54
3080	JOHN SHAVER INSTRUMENTATI		302.42
5988	JOHNSON, NOEL		15.50
890	JONES SCHOOL SUPPLY CO, I		319.20
931	JORDAN, BOBBIE-ANN R		104.59
5641	JOSEPH PORETTA BUILDERS		678,924.01
11953	JOSEPH RACITE FIRE EXT &		10,769.10
6016	JOSEPH THOMSON		1,000.00
8656	JOSTEN'S INC		6,601.79
4485	JOSTENS KINDERKRAFT		43.10
6112	JUDY FREEMAN'S WORKSHOP L		209.00
6131	JUMPAROUND PARTY RENTALS		100.00
1820	JUNIOR LIBRARY GUILD		1,195.50
1174	K-LOG EDUCATIONAL DIVISIO		1,544.44
6077	K.D. NATIONAL SECURITY		1,108.75
6104	KATHRYNE M CAMMISA		1,500.00

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1594	KELLY'S SPORTS LTD		22,196.32
5920	KELLY, KAREN-NEUROPSYCHOL		10,000.00
5228	KENCOR, INC.		4,401.56
5619	KENNEDY, CHRISTIANA		61,012.50
6067	KENNEDY, SARAH		450.00
5531	KERSHNER, SHERRI		1,000.00
1614	KHAIRZADA, DANIELLE		400.00
3985	KLEEN AIR SYSTEMS, INC		2,025.00
2371	KLT SALES AND SERVICE, IN		2,749.00
6028	KORNSEY, LAUREN		225.00
1846	KRATOS PUBLIC SAFETY & SE		17,362.00
4132	KRAUSS, DEBORAH		3,200.00
4881	KRICK, JESSICA		2,000.00
5006	KRUPA, JOSEPH		1,980.00
6019	KURTZ BROS		70.85
5354	KUTA SOFTWARE LLC		341.00
3070	LAB-AIDS		3,852.44
1599	LAKE SHORE LEARNING MATERI		2,307.84
6114	LAND, JASON		381.97
698	LAWN & GOLF SUPPLY CO INC		3,291.29
6054	LCR EDUCATION CONSULTANTS		3,850.00
6052	LEARNER CENTERED INITIATI		840.00
4904	LEARNING A-Z		606.44
5542	LEARNING BY DESIGN		390.88
6098	LEARNING PLUS, LLC.		4,500.00
6075	LEARNING THINGS, LLC		1,179.23
5623	LEARNING ZONE EXPRESS, INC.		57.60

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5990	LEPTIEN, ELIZABETH		10.18
5421	LEVEL DATA, INC.		7,419.72
5752	LEVY CONSTRUCTION COMPANY		30,821.50
5105	LEWIS, KEVIN		1,304.05
6082	LIMINEX, INC.		3,250.00
6143	LINDENMUTH, DAVID		2,500.00
3550	LINDSEY MEYER TEEN INSTIT		6,900.00
5984	LIVEMIREMEDIA.COM		46.45
5931	LONGSTRETH, MICHAEL		651.58
2074	LOWE'S HOME IMPROVEMENT C		619.00
118	LOWERS INDUSTRIES		1,613.93
1272	LRP PUBLICATIONS		305.00
4882	MACALLISTER, PAUL		1,000.00
5962	MANHATTAN COLLEGE		1,450.00
6060	MARCIA BRENNER ASSC., LLC		3,758.00
6000	MARCO PRODUCTS, INC		247.03
5929	MASONRY PRESERVATION GROU		635,951.26
5976	MBM SPORTS CENTER, INC.		750.00
5979	MC COY, HEATHER		225.00
5996	MC NAMARA, JENNIFER		225.00
8819	MCGRAW-HILL EDUCATION, IN		679.97
6078	MEDEXPRESS URGENT CARE NJ		5,327.50
5829	MEMBEAN, INC		860.00
6053	METAL DESIGNZ		204.70
2099	METZ & ASSOCIATES		524,164.75
5448	METZ CULINARY MANAGEMENT		15,041.05
3361	MIDIRI MUSIC LLC		4,800.00

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6094	MILLER, DARLENE		32.44
4208	MILLER, JENNIFER		54.50
5583	MILLER, RON		360.00
3737	MINGUEZ, GARY		127.70
6023	MOBILE DEFENDERS, LLC		2,201.84
6011	MOMETRIX TEST PREPARATION		947.63
5694	MONSTER TECHNOLOGY, LLC		2,989.00
5110	MUNOZ, NOEL		360.00
1416	MUSIC IN MOTION		657.63
6020	MUSIC TREASURES		281.57
5357	NAROLEWSKI, VIRGINIA		1,296.50
9145	NASSP		327.25
3028	NATL ASSOC FOR MUSIC ED		655.00
6125	NAT. FOOTBALL FOUNDATION		105.00
6030	NATIONAL ASSC OF SCHOOL N		148.50
5157	NATIONAL SCHOOL FORMS, IN		667.45
5999	NATIONAL SCIENCE TEACHERS		49.42
5867	NBI INC		398.00
2887	NCS PEARSON		2,058.87
2198	NCS PEARSON ASSESSMENT &		431.62
5216	NCSS		85.00
9153	NCTE		150.00
9210	NEFF COMPANY, THE		598.86
5217	NELSON, JESSICA		5,600.00
6038	NEMOURS A.I. DUPONT HOSPI		100.00
3877	NET CARRIER TELECOM		9,895.60
3971	NETWORKS & MORE		3,536.25

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6130	NEVCO SPORTS, LLC.		6,345.68
679	NEVCO, INC.DONT USE!		110.57
6044	NEWSOLA, INC.		650.00
5610	NIGHTLINGER,COLAVITA & VO		18,955.00
6105	NINSA, LLC		3,142.06
5716	NJ ADVANCE MEDIA		1,011.63
5585	NJ E-ZPASS		700.00
9300	NJ SCHOOL BOARDS ASSOCIAT		15,504.40
318	NJ, TREASURER STATE OF		62,012.38
9270	NJASA		4,545.00
9268	NJASBO		1,865.00
5489	NJASL		465.00
4979	NJFOA-TREASURER		143.00
5836	NJMAA		55.00
5713	NJMEA		80.00
2812	NJPSA		11,545.00
1101	NJSCA		245.00
5591	NJSCHOOLJOBS		1,250.00
4505	NJSIAA		4,496.00
5512	NJTESOLNJB, INC.,		1,374.00
4926	NUGENT, TIMOTHY S.		2,575.00
5158	NWN CORPORATION		23,102.80
6107	O'MARA MEEHAN PIANO MOVIN		220.00
6079	OBERMAN, SHANNON		500.00
6015	OCEAN COMPUTER GROUP, INC		15,397.29
5980	OFFICE PRODUCTS		36.50
6099	OLIVER SPRINKLER CO., INC		915.00

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6066	OLYMPIC CONFERENCE		500.00
5455	OMNI FINANCIAL GROUP, INC		497.75
3713	ONCOURSE SYSTEMS		7,968.08
5441	ONTIME SUPPLIES		434.28
6126	OPEN SYSTEMS INTEGRATORS,		6,300.00
308	ORBIT SOFTWARE		3,648.00
597	ORIENTAL TRADING COMPANY,		2,537.13
5650	OVERDRIVE, INC.		1,976.02
5364	OXTON HOUSE PUBLISHERS, L		69.95
5958	PALESTINI, JENNIFER		2,127.81
5607	PANAS, TRACEY		62.93
6106	PAPER DIRECT		143.89
6032	PARTNER PURCHASING GROUP		197.60
900	PAT'S PIZZERIA SOUTH JERS		133.50
5761	PATERSON BOARD OF EDUCATI		4,469.58
6084	PEARISON INC.		4,068.00
4706	PEARSON		5,382.38
4033	PEARSON EDUCATION		6,118.63
2565	PEARSON EDUCATION INC.		128.43
1671	PEDRICK, MICHELLE D		114.71
9482	PEDRONI FUEL COMPANY		12,000.00
1076	PENN BEACH PETTY CASH FUN		391.72
123	PENNS GROVE AUTO GLASS		136.62
1824	PENNS GROVE BOARD OF EDUC		4,191.24
1390	PENNS GROVE PLUMBING SUPP		4,098.39
669	PENNS GROVE-CARNEYS POINT		53,719.40
31	PENNSVILLE		35,974.31

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608	PENNSVILLE BOARD OF EDUCA		3,100.00
1287	PENNSVILLE BOARD OF EDUCA		428.64
11955	PENNSVILLE BOE		5,869,502.44
11850	PENNSVILLE BOE PAYROLL		14,028,430.18
5973	PENNSVILLE COMMUNITY HARD		5,421.01
435	PENNSVILLE NATIONAL BANK		2,723,235.56
229	PENNSVILLE RECREATION DEP		52.50
9510	PEPPER & SONS INC, J W		3,150.67
5436	PESI HEALTHCARE		239.97
4865	PESI, INC.		1,670.79
5571	PESI, INC.		24,956.51
1263	PETTIBONE & COMPANY, P F		668.67
5662	PHILADELPHIA ZOO		1,630.00
5729	PHOENIX ADVISORS, LLC		850.00
3	PINELAND LEARNING CENTER		114,358.00
6095	PINO, NICHOLAS		32.44
287	PIONEER/RANDUSTRIAL		361.95
1830	PITNEY BOWES GLOBAL FINAN		2,343.96
9550	PITNEY BOWES INC.		17,790.67
5272	PITNEY BOWES INC.		159.57
6049	PITSCO, INC.		923.55
525	PITTSBORO TOWNSHIP BOE		364.00
5749	PLALE, MATTHEW		565.50
294	PLAQUES & SUCH, LLC		1,365.55
327	PMHS GENERAL FUND		14.88
614	PMHS PETTY CASH FUND		590.06
48	PMS PETTY CASH		200.00

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2086	PORTA PHONE		499.00
1896	POSITIVE PROMOTIONS, INC.		278.77
5734	POWERPRO		4,921.33
5760	POWERSCHOOL GROUP LLC		26,372.80
5470	PRECISION AUDIO		22,512.00
1642	PREMIER AGENDAS INC		4,318.52
5826	PREMIER URGENT CARE		12,760.00
1409	PRESTWICK HOUSE		52.95
1490	PRINTERS OF SALEM COUNTY		17,280.00
465	PRO-ED, INC.		1,642.48
5978	PROJECT LEAD THE WAY		7,961.50
6007	PUBLIC CONSULTING GROUP,		75.00
5205	QTALK PUBLISHING, LLC		4,000.00
5149	QUAN, LAURA R.		1,156.92
1731	RANCH HOPE INC		7,757.04
4096	RAPTOR TECHNOLOGIES		2,660.00
5401	RAVWS, ROBIN		1,000.00
4567	RAY ANGELINI, INC		19,120.45
5508	RAYMOND GEDES & CO., INC		653.96
5484	READ NATURALLY		97.90
2365	REALLY GOOD STUFF INC.		7,800.66
5812	REFFPAY TR DTD 7-31-09		23,358.00
2672	REMINGTON & VERNICK ENGIN		598,207.50
2914	RENAISSANCE LEARNING		16,551.29
672	RESOURCES FOR EDUCATORS		248.50
5649	RESOURCES FOR IND. LIVING		1,500.00
5813	RICHARD E PIERSON CONSTRU		633,706.22

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1789	RICHMAN, CANDELLE		560.92
3312	RICOH USA, INC		78,000.00
462	RIDDELL/ALL AMERICAN SPOR		30,633.83
4624	RIFTON EQUIPMENT		3,118.50
6059	RIVARS, INC.		441.91
6137	RIVERWINDS RJM LLC		135.00
5545	ROCKY TS		650.00
5994	ROLLO, CHRISTINE		6.87
6118	ROSBERT, LINDA		112.00
5672	ROUSAK, BENJAMIN		6,100.00
4139	ROWAN UNIVERSITY		2,575.00
5540	RSCHOOLTODAY (DWC)		2,889.00
3239	RUDCO PRODUCTS, INC		2,118.00
81	RUDY'S SPORTING GOODS		1,935.00
6088	RUTGERS SCHOOL PUBLIC HEA		883.00
1286	RYDIN DECAL		295.09
4511	S C S S D		704,100.36
5824	S&G GOODS, LLC		924.87
4383	S.J.B.C.A., INC.		635.00
6043	S.J.N.F.F CHAPTER		250.00
6101	SAGE PUBLICATIONS, INC		869.54
1084	SALEM COMMUNITY COLLEGE		1,650.00
2296	SALEM COUNTY ETTC		550.00
4757	SALEM COUNTY FOP		200.00
429	SALEM COUNTY SPECIAL SERV		56,255.00
1023	SALEM COUNTY SUPERINTENDE		300.00
9798	SALEM COUNTY VO TECH BOE		392,000.00

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5863	SALICANDRO, ANTHONY		4,800.00
5840	SAVAGE, THERESA		1,980.00
1730	SCHALICK HIGH SCHOOL, ART		830.00
3304	SCHOLASTIC		3,073.06
43	SCHOLASTIC BOOK FAIRS-14		4,238.01
2904	SCHOLASTIC INC.		8,394.58
5353	SCHOLASTIC LIBRARY PUBLIS		700.00
9850	SCHOLASTIC MAGAZINES		5,238.48
5687	SCHOLASTIC READING CLUB		504.99
3374	SCHOLASTIC, INC.		672.86
1064	SCHOOL HEALTH CORPORATION		11,455.06
2295	SCHOOL NURSE SUPPLY INC.		141.53
3708	SCHOOL OUTFITTERS		502.69
1009	SCHOOL SPECIALTY, INC.		101,780.27
4645	SCHOOLDUDE.COM, INC.		2,882.25
77	SCHWAAB INC		65.49
4219	SEAN BURKE LANDSCAPE SUPP		1,560.63
5852	SEBCO BOOKS		9,146.21
5136	SECURE BY DESIGN, INC.		1,140.00
154	SENNSTROM, MARIAN		2,571.81
5133	SHADE ENVIRONMENTAL LLC		5,425.00
839	SHERWIN-WILLIAMS COMPANY		1,524.11
6117	SHOP ANATOMICAL, INC.		318.75
4285	SICKLER CONSTRUCTION LLC		4,160.00
4766	SILVER, CYNTHIA		324.00
784	SIMPKINS, MICHAEL		200.00
6090	SJ GIRLS SOFTBALL ASSOCIA		40.00

**PENNSVILLE BOARD OF EDUCATION
VENDOR INFORMATION LIST**

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
233	SJ WELDING SUPPLY COMPANY		276.00
106	SJBODA		110.00
115	SJCDA		460.00
416	SJSOA		217.00
3653	SJTCA		272.00
5940	SJTCA		975.00
4522	SLUSHER, ADAM		341.00
110	SMICK LUMBER		1,688.66
6123	SMITH, EVAN		360.00
5566	SMOLL, GILDA		1,000.00
5991	SNYDER-PHIPPS, STEPHANIE		5.28
5731	SOBELMAN, EMILY		480.00
5029	SOBELMAN, MEREDITH		22.90
853	SOCIAL STUDIES SCHOOL SER		152.66
6017	SONNY MERRYMAN, INC.		478.14
111	SOUTH JERSEY GAS COMPANY		260,057.78
5862	SOUTH JERSEY MONUMENTS, L		2,275.00
6045	SPEARS, JACQUELYN		2,077.28
4050	SPINELLI, PAUL		276.00
5213	STAPLES ADVANTAGE		4,784.59
6132	STAR CENTER FOUNDATION		1,675.00
5856	STARFALL EDUCATION FOUNDA		70.00
5679	STARLITE PRODUCTIONS		450.00
5964	STATE TREASURER		35.00
6014	STEEL & METAL SERVICE CEN		15.68
6024	STICKER GENIUS, LLC		116.50
5141	STRATEGIC PRODUCTS & SERV		12,469.38

**PENNSVILLE BOARD OF EDUCATION
VENDOR INFORMATION LIST**

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5938	STROBLE, FRANKLIN		360.00
5882	SUMDOG INC.		90.00
934	SUPER DUPER PUBLICATIONS		490.70
1193	SUPERINTENDENT'S OFFICE		400.00
5611	SUPERIOR REPAIR SERVICE		170.01
6142	SUTTON, ROBERT A.,		10,725.00
1396	SWANSON CO, ROBERT S		4,005.00
5997	SWEDESBORO-WOOLWICH		375.00
2038	TAB SYSTEMS, INC.		450.00
6048	TANTILLO, ED.D. LLC, SARA		25.00
802	TAYLOR & SONS INC, SAM		33,308.00
2518	TAYLOR, VICKI		197.60
5471	TD EQUIPMENT FINANCE, INC		249,815.64
5815	TEACHER SYNERGY, LLC		536.46
1636	TEACHER'S DISCOVERY		3,607.35
5913	TEAM LIFE		2,535.00
5609	TEAM REED LANDSCAPING, IN		14,980.00
862	TEAMLEADER SHOP		715.34
5372	TEKK INTERNATIONAL, INC		625.20
6050	TELE-MEASUREMENTS, INC.		638.00
6056	THE COLLEGE BOARD		400.00
6109	THE CONSTITUTIONAL WALKIN		350.00
5952	THE FRANKLIN INSTITUTE		1,778.00
6008	THE GUARD ROOM		354.66
5549	THE LIBRARY STORE		7,355.28
4095	THE PRINT SHOP, LLC		217.00
5967	THE READING WAREHOUSE INC		7,567.57

Budget year: 2017-18

VENDOR INFORMATION LIST

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5645	THE RESTAURANT STORE		8,129.34
6031	THE SHORE TRACK COACHES A		260.00
5344	THE YOUTH ALLIANCE		3,000.00
121	THOMAS, JAMISON		969.01
5718	THOMAS, MAKAYLA		390.00
732	TILL PAINT COMPANY		2,822.67
6039	TOTAL VIDEO PRODUCTS INC		37,618.00
449	TOUCHDOWN CLUB OF SOUTHER		485.00
5957	TOWNE CLEANERS		1,170.00
409	TOWNSHIP OF PENNSVILLE		8,572.49
2587	TOWNSHIP OF PENNSVILLE		203.00
5519	TOZOUR ENERGY SYSTEMS, IN		173.99
5971	TREASURER, STATE OF NEW J		301.20
5386	TREASURER, STATE OF NJ		1,070.00
5416	TREASURER, STATE OF NJ		62,012.38
240	TREND ENTERPRISES, INC.		106.62
5725	TRENTON BOARD OF EDUCATIO		329.00
208	TRI COUNTY CONFERENCE		3,314.00
788	TRI COUNTY PEST CONTROL I		4,765.00
2722	TRI STATE BATTERY		111.60
11820	TRI-PLEX ALARM SERVICE IN		3,421.00
5674	TRICORN, INC.		2,000.00
6085	TRIDENT BROKERAGE SERVICE		639.00
4294	TUFF GANG RUNNING		106.00
5042	TUMBLEWEED PRESS, INC.		599.00
3597	TUPP SIGNS, INC.		278.00
5983	TURNITIN, LLC		2,182.00

Budget year: 2017-18

VENDOR INFORMATION LIST

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
314	TYSON, STEVEN		200.00
6064	UHS OF HAMPTON, INC.		2,640.00
5339	UNION ASS. CHILDREN'S HOM		186,981.05
5888	UNIQUE PHOTO, INC		6,041.27
935	UNITED ELECTRIC SUPPLY IN		887.49
4814	UNITED REFRIGERATION		2,403.34
141	UNITED STATES POSTAL SERV		2,225.00
5965	UNIVERSITY OF MARYLAND		3,105.00
1310	UPPER PITTSBORO TWP BRD		29.09
5001	UPS FREIGHT DELIVERY		7.28
4777	US EDUCATION		1,533.77
638	VALLEY PARK ELEMENTARY SC		200.00
5918	VAN GEMERT, WENDY		24.18
9280	VERIZON		24,115.81
5660	VERNIER		560.25
5977	VITALE, CHRISTOPHER		2,500.00
5860	VOYAGER SOPRIS LEARNING,		139.00
5310	W B MASON CO., INC.		321,145.10
5881	WALMART		340.00
415	WARDELL, LINDA		21.70
2103	WARDS SCIENCE, INC		342.95
6116	WARRINGTON, NICOLE		59.35
6086	WASHINGTON TOWNSHIP		17,983.00
6096	WATSON, CHRISTOPHER		232.44
4484	WEBER'S POWER EQUIPMENT		1,665.13
6068	WEIGHTS & MEASURES FUND		100.00
3048	WEST DEPTFORD GIRLS TRACK		300.00

Budget year: 2017-18

VENDOR INFORMATION LIST

<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
5683	WEST INTERACTIVE SERVICES		3,288.60
1096	WEST MUSIC COMPANY		877.03
5223	WETLAWN AUTOMATIC SPRINKL		902.14
1788	WHIBCO OF NEW JERSEY, INC		2,003.12
529	WIESER EDUCATIONAL INC		822.24
618	WILD OAKS COUNTRY CLUB		1,300.00
470	WILLIAM MACGILL & CO		1,520.37
6035	WILLS, ERIC		144.00
4940	WILMINGTON GLASS CO		237.47
6018	WILSON, JEREMY & JESSICA		450.00
5970	WINGATE'S TREE SERVICE, L		12,200.00
6012	WISNER, KRIS		53.80
5596	WOODBURY PUBLIC SCHOOLS		570.00
1277	WOODSTOWN-PILES GROVE REGI		192.02
5022	WORK 'N GEAR		1,787.52
6013	WORLD BOOK SCHOOL & LIBRA		966.00
6025	WRIGHT AT HOME CARE, LLC		40,530.00
1246	WT COX SUBSCRIPTIONS, INC		1,066.34
9	WYSHINSKI BUS SERVICE INC		1,026,445.85
5992	WYSOCKI, MICHELLE		33.55
4967	XPRESSMYSELF.COM LLC		630.00
2921	XTEL COMMUNICATIONS		293.05
726	YALE SCHOOL INC		118,656.50
5156	YOUTH LIGHT, INC.		407.81
5668	ZAHRADNIK, MARY JO		3,200.00
960	ZANER-BLOSER, INC.		7,581.55
2841	ZOPPINA, MARK		138.37

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PENNSVILLE BOARD OF EDUCATION
VENDOR INFORMATION LIST

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<u>Number</u>	<u>Vendor Name</u>	<u>Inact</u>	<u>YTD Orders</u>
4794	ZUMU SOFTWARE		3,800.00

AGREEMENT

THIS AGREEMENT, made and executed, on this day of 2018 by and between Remington & Vernick Engineers, a New Jersey corporation, as **ENGINEER OF RECORD**, with principal offices located at 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as "CONSULTANT," and the **PENNSVILLE SCHOOL DISTRICT**, in the County of Salem, a Board of Education of the State of New Jersey, hereinafter referred to as "CLIENT."

WITNESSETH that CONSULTANT and CLIENT in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General.

CONSULTANT shall hold available to CLIENT all officers, employees and facilities of CONSULTANT to perform all engineering services normally provided by the CONSULTANT as requested by CLIENT. CLIENT shall compensate CONSULTANT for any and all engineering services requested by CLIENT and performed by CONSULTANT in accordance with the terms of this Agreement.

2. Costs and Expenses.

All costs and expenses incurred by CONSUTLANT shall be borne solely by CONSULTANT unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the CLIENT.

3. Scope of Services.

A. CONSULTANT shall, at the request of the CLIENT, provide engineering, planning, surveying services and/or contract operations services as specified in the scope of services as provided in the proposal provided by CONSULTANT. CONSULTANT shall provide a proposal detailing the scope of work for each project requested by CLIENT unless authorized otherwise by CLIENT in

writing. Any proposal submitted and approved by CLIENT during the Term of this Agreement shall be made a part hereof by reference.

- B. CONSULTANT's services are for the sole and exclusive benefit of the CLIENT and no third party beneficiary is intended. The provision of these services by CONSULTANT shall not relieve others of their responsibility to the CLIENT.

4. CLIENT Responsibilities.

The CLIENT shall:

- A. Provide full information as to its requirements for any project which it requests CONSULTANT'S services.
- B. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the site of any project, including prior reports and any other data relative or necessary to the design or the construction of said project.
- C. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform his work.
- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented and produced by CONSULTANT in furtherance of CONSULTANT'S duties under this Agreement and provide, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place in accordance with the applicable rules and laws, and pay for all costs incidental thereto.
- F. Provide such legal, accounting and insurance counseling services as may be required for any and all projects for which CONSULTANT'S services are required.

- G. Designate in writing a person to act as the authorized representative with respect to any and all work to be performed by CONSULTANT. CLIENT'S authorized representative shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
- H. Give prompt written notice to CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in any project which CONSULTANT is providing services.
- I. Obtain approval of any and all governmental authorities having jurisdiction over any and all projects and any and all approvals and consents from such other individuals or bodies as may be necessary to complete the project. CLIENT is further responsible for any and all fees required by any governmental agency related to any project for which CLIENT is utilizing CONSULTANT'S services.

5. Compensation to CONSULTANT

CONSULTANT will be compensated by CLIENT as detailed in CONSULTANT'S proposal and as approved by CLIENT. CONSULTANT shall be compensated via one of the two options as provided below in subsections A and B.

A. Hourly Rates

All services rendered by CONSULTANT, unless provided through Fixed Fee as set forth below, will be compensated on the basis of the hourly rates for personnel performing the services as set forth in CONSULTANT'S proposal and as set forth in the rate schedule attached hereto as **Exhibit A**.

B. Fixed Fee

When it is possible to define precisely the scope of any project and the services to be performed by CONSULTANT, a fixed fee based

on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In the event a fixed fee arrangement is agreed upon by the parties, progress payments will be made by CLIENT on a percentage of completion basis as described within the specific project proposal and as set forth in the proposal attached hereto.

CLIENT will only make direct payment to consultants that it directly engages. CONSULTANT shall be responsible for payment to any and all sub-consultants it retains in connection with services provided to CLIENT provided said sub-consultants are not directly contracted by the CLIENT.

6. Payment to CONSULTANT

A. Hourly Billing

i. Invoices shall be submitted by CONSULTANT to the CLIENT on a monthly basis.

ii. CONSULTANT shall append to each invoice for payment a detailed breakdown of services and charges in accordance with this Agreement.

B. Fixed Fee

i. Invoices shall be submitted by CONSULTANT to the CLIENT in accordance with the progress payment schedule outlined in the proposal and accepted by CLIENT.

ii. CONSULTANT shall NOT be required to submit a detailed breakdown of services and charges for Fixed Fee billing.

C. CLIENT shall make payment to CONSULTANT within thirty (30) days of receipt of the invoice for payment by CLIENT. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1.5%, unless otherwise prescribed for by State law. No deduction shall be made from CONSULTANT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on

account of the cost of changes in the work other than those for which CONSULTANT is directly responsible.

- D. Disputes of invoices for payments, or portions thereof, shall be brought to CONSULTANT'S attention in writing within fifteen (15) days of the receipt of the invoice for payment by CLIENT.

7. Changes in Scope.

At any time either party may give the other party notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable under the terms of the Agreement shall be effective until the approval of the renegotiation of fees. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. CLIENT Requests; Private Request.

The CONSULTANT shall respond to only those requests by the CLIENT'S authorized representative or member of the governing body, but in no case shall respond to, or provide any services or work hereunder upon the request of any private citizen, person, firm, or other entity, except as expressly authorized in writing by CLIENT.

9. Filing of materials with the CLIENT

CONSULTANT will deliver, by way of filing to the CLIENT a true copy of all maps, charts, documents, work sheets and data for which CONSULTANT has been compensated by the CLIENT. Reproduction shall be accomplished by CONSULTANT according to any process in any manner the CLIENT desires. Cost for reproduction shall be as indicated in the attached schedule of reproduction costs.

10. Limitation of Liability

The CLIENT agrees to limit CONSULTANT'S liability to the CLIENT, it's agents, officers or employees on any and all projects or related to any services CONSULTANT provides for CLIENT, due to CONSULTANT'S professional negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution such that the total aggregate liability of CONSULTANT shall not exceed \$15,000.00 or CONSULTANT'S total fee for services rendered on any specific project or service, whichever is higher.

11. No Damage for Delay

CONSULTANT and the CLIENT waive consequential damages for claims, disputes, delays or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of the CLIENT. The CLIENT further agrees to obtain by contract, to the fullest extent permitted by law, similar waivers from any and all Contractors and subcontractors, if any, to any and all work for which CONSULTANT provides services to CLIENT.

12. Waiver of Construction Phase Services

If CLIENT does not retain CONSULTANT to render construction phase services, CLIENT waives any claim it may have against the CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any loss or liability, including attorney's fees and other costs of defense, arising out of or related to the interpretation of CONSULTANT'S plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to

detect and correct obvious errors or omissions in CONSULTANT'S plans and specifications.

13. Dispute Resolution

- A. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement without the need for any intervention of third parties. However, should the parties be unable to resolve disputes amicably without intervention, the parties shall attempt to resolve any and all disputes through mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.
- B. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).
- C. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be

rendered inadmissible or non-discoverable as a result of its use in the mediation.

- D. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

14. Insurance

CONSULTANT shall procure, and further require any and all sub-contractors and sub-consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 30 days prior written notice to the CLIENT.

A. Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) /2,000,000 aggregate, including products/completed operations and contractual liability insurance. The coverage to be provided under the policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the

State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

B. Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

C. Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

D. Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for CONSULTANT and not less than \$2,000,000 for any licensed professional retained by CONSULTANT against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT, its licensed professionals, subconsultants, contractors or subcontractors.

CONSULTANT shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

15. Waiver of Subrogation

To the extent damages experienced by CLIENT or CONSULTANT are covered by property or casualty insurance, CLIENT and CONSULTANT waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses. CLIENT shall require similar waivers of their contractor and its subs contractors and suppliers and consultants of any tier as to

CONSULTANT. The Parties shall advise their property and casualty carriers in writing as to such waivers.

16. Law and Venue

The law which shall be used to interpret this Agreement, including the 'Choice of Law' Rules shall be the law of the jurisdiction where CONSULTANT has its principal office for business.

The parties hereby agree that CONSULTANT may only be sued in the state in which CONSULTANT has its principal office for business and only in the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

17. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts.

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

CONSULTANT 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, CONSULTANT 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. CONSULTANT 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.

CONSULTANT or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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.

CONSULTANT 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 CONSULTANT commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONSULTANT 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.

CONSULTANT 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.

CONSULTANT 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.

CONSULTANT 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, CONSULTANT 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.

CONSULTANT 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. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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)

CONSULTANT 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

18. Term & Termination

- A. The term of this Agreement shall commence on July 1, 2018 through June 30, 2019.
- B. Either party may terminate the Agreement for convenience upon thirty (30) days written notice. Notwithstanding the foregoing, either the CLIENT or CONSULTANT may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. CONSULTANT will be compensated for its Services rendered to the date of termination. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

19. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

20. Miscellaneous

- a. CONSULTANT attaches hereto as **Exhibit B** a copy of the CONSULTANT'S filed Employee Information Report and Business Registration Certificate from the State of New Jersey.
- b. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof only. The express terms of this Agreement control and supersede any course of performance inconsistent with any of its terms. This Agreement may not be modified or amended other than in writing signed by the CONSULTANT and the CLIENT.
- c. Notice. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be sufficient, if in writing, and either (i) delivered personally to the authorized representative of either the CONSULTANT or the CLIENT, or (ii) sent by certified mail, postage pre-paid, return receipt requested, and regular mail, first class.
- d. Waiver. The failure of the CONSULTANT or CLIENT to insist upon strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of the CONSULTANT or CLIENT to insist on the strict performance of such covenants or conditions at any other time. Any waiver by the CONSULTANT or CLIENT of any breach or violation of this Agreement shall not operate or be interpreted, therefore, as a waiver of any subsequent breach or violation of this Agreement.

- e. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have caused this Agreement to be executed the day and year first above written.

ATTEST:

REMINGTON & VERNICK ENGINEERS

Amanda Morris
Executive Assistant

Edward Vernick, PE, CME
President

ATTEST:

PENNSVILLE SCHOOL DISTRICT