

Willingboro Board of Education  
Willingboro, New Jersey  
Request for Bids

**Substitute Staffing Services and Clerical  
Support**  
**RFB No: 2019-SUB**

**Saturday August 4, 2018**

Opening Date

**10:00 AM**

Opening Time

**Mr. Kelvin L Smith CPA, MBA**  
Business Administrator  
Board Secretary  
Purchasing Agent

**WILLINGBORO BOARD OF EDUCATION**

**REQUEST FOR BIDS** The Board of Education of the Township of Willingboro, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the Period **July 1, 2018 to June 30, 2019**

**REQUESTS FOR BIDS**  
**SUBSTITUTE STAFFING SERVICES and CLERICAL SUPPORT**

**Notice of Solicitation**

Notice is hereby given that pursuant to the provisions of the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*, New Jersey Pay to Play, N.J.S.A. 19:44A-20; and other legislative enactments, more specifically Chapter 271 of the laws of the State of New Jersey, the Willingboro Township Board of Education located at 440 Beverly-Rancocas Road, Willingboro, NJ 08046 is seeking RFBs for substitute staffing services and clerical support to be provided to the Board of Education as listed below for the period July 1, 2018 to June 30, 2019. Requests for bids as attached, are on file at the Board Secretary/Business Administrator's office at 440 Beverly-Rancocas Road, Willingboro, NJ 08046, and may also be downloaded from the Board of Education's website. All RFBs must be received in a **sealed envelope** by the Board of Education Board Secretary/Business Administrator no later than 10:00 am. on Saturday August 4, 2018 at the Board of Education office located at 440 Beverly-Rancocas Road, Willingboro, New Jersey 08046. All questions concerning this notice should be addressed to the Board Secretary/Business Administrator, Kelvin L. Smith, at 609-835-8600 ext 1020. All statements of qualifications for professional service contracts shall include at a minimum the following information.

## **Substitute Staffing Services and Clerical Support**

### **A. Scope of Services**

The Willingboro Township Board of Education desires to appoint a firm who will be responsible for providing substitutes for **all staff, excluding grounds, custodial and maintenance**, to fill positions on an as-needed basis at the request of the Board of Education. The Board reserves the right to limit services to a specific grade level or school building. Any experience or knowledge of matters directly affecting the Willingboro Township Board of Education should be addressed.

### **B. Minimum Qualifications & Pertinent Company Information Required in RFB Submission**

1. Description of Company background. Company should have at least five (5) years experience providing substitute teacher services to public school districts.
2. Listing of all Board of Education clients for each of the last three years. Company should demonstrate experience with K-12 school districts of similar size to Willingboro. Approximate student enrollment is 4,500 with a teaching staff of approximately 500.
3. References from current and previous Board of Education clients.
4. Describe your proposed fee structure inclusive of Certified Teacher, HQT Teacher, HQT paraprofessional, clerks, and secretaries
5. Detailed cost projections scenarios for the following assumed daily staffing need:
  - Average of 25 substitutes/day
  - Average of 50 substitutes/day
  - Average of 75 substitutes/day
6. Information detailing successful coverage/fill rates.
7. Description of hiring, credentialing, training and evaluation process, inclusive of background check.
8. Description of services that distinguish your company from the competition.
9. Describe any web based personnel management software that will facilitate the services to be provided.
10. Names of individuals who will perform required tasks as well as the listing of their licenses.
  - a. Identify the person who will be primarily responsible for the services required by the Board of Education and provide a description of the experience of the

primary person with projects and issues similar to those more specifically set forth in this RFB and on behalf of the Board of Education of Willingboro Township.

b. Identify persons who will serve as back up to the primary person including resumes of all parties.

11. Describe ability to provide services in a timely fashion including a description of your staffing and a description of your familiarity with the services required by the Board of Education of Willingboro Township.

12. Former Board of Education clerical personnel that left the employment of the District shall have a right of first refusal in accepting the substitution position.

13. Vendor must provide healthcare benefits to its employees in compliance with the laws of the State of New Jersey and the United States. Agency must clearly explain to employees any health care benefits they would qualify for.

### **C. Bid Submission**

Firms responding to the RFB shall provide evidence that the minimum qualifications are met. Responses should also include cost details including hourly rates and/or retainer of the individuals who perform services and a list delineating the numbers and types of public clients represented by the firm.

The respondent shall familiarize himself with all forms\* provided by the Board that are to be returned with the Bid. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact Kelvin L. Smith the School Business Administrator, at 609-835-3600 X1020 for duplicate copies of the forms. This must be done before the BID submission. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his BID.

**All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the BID package may be cause for disqualification and for the BID to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.**

All documents returned to the Board shall be signed with an original signature in **BLUE INK**. Failure to sign and return all required documents with the BID package may be cause for disqualification and for the BID to be rejected pursuant to N.J.S.A. 18A: 18A-2(y) (non-responsive). The Board **will not** accept facsimile or rubber stamp signatures.

\*Forms provided by the Board of Education that must be returned with BID.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Chapter 271 - Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification

- Disclosure of Investment Activities in Iran
  - Non Collusion Affidavit
  - BID Form
  - Stockholders' Disclosure/ Ownership Declaration
- \* Please check your BID package for these forms!

#### **D. Interpretations and Addenda**

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days prior to the date fixed for the opening of BIDs to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of BIDs. All addenda so issued shall become part of the contract document.

#### **E. Withdrawal of Bid**

##### Before the BID Due Date

The School Business Administrator may consider a written request from a respondent to withdraw a BID if the written request is received by the School Business Administrator before the BID due date. Any respondent who has been granted permission by the School Business Administrator to have his/her BID withdrawn **cannot re-submit** a BID for the same project.

##### After the BID Due Date

The Board of Education may consider a written request from a respondent to withdraw a BID if the written request is received by the School Business Administrator within five (5) business days after the BID opening. A request to withdraw a BID after the specified number of days will not be honored.

The respondent who wishes to withdraw a BID must provide a certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a BID after the BID due date may be reviewed by the School Business Administrator, the interested administrators; and/or the Board Attorney and a recommendation will be made to the Board of Education.

The Board of Education will be the final determining authority in permitting the BID to be withdrawn.

#### **F. Award of the Contract**

The intent of the Board of Education is to award the contract to the vendor who provides the lowest responsive, responsible bidder.

#### **G. Contract Period**

The term of the contract will be from the time of the award to June 30, 2019.

**H. False Material Representation - N.J.S.A. 2C:21-34-97(b)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

**I. Mandatory Affirmative Action Language - P.L. 1975 c.127 (N.J.A.C.17:27)**

During the performance of this contract, the contractor agrees to comply with all the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. Each contractor shall submit to the Willingboro Board of Education after notification of award but prior to execution of contract, one of the following documents:

1. A photocopy of a valid letter that the contractor is operating under a Federally approved or sanctioned affirmative action program; or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4.3; or
3. A photocopy of an Employee Report (Form AA302) completed by the contractor in accordance with N.J.A.C. 17:27-4.3 (goods service professional contracts)

**J. Non-Collusion Affidavit (N.J.S.A. 2A:93-6)**

A notarized Non-Collusion Affidavit must be submitted with the BID package.

**K. Sample Contract**

Applicant shall provide a sample copy of the applicant's contract. Sample contract must include all terms and conditions of this RFB. Contract shall be in a form acceptable to the Board of Education. The Board of Education reserves the right to make changes to this sample contract prior to execution by the successful applicant and the Board of Education.

**L. Subcontracting/Assignment of Contract**

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

**M. Termination of Contract**

If the Board determines that the contractor has failed to comply with the terms and conditions of the BID upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to

terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

#### **N. Incidental Expenses**

All incidental expenses related to the services provided are the responsibility of professional service provider. The school district will not reimburse any provider for any incidental expenses related to the contract.

Travel - The BID costs submitted by respondents shall include any or all costs pertaining to travel to and from any site where the services are to be performed. **The Willingboro Board of Education will not pay any costs for travel.** Travel time is not to be charged on any hourly or service rate. Travel time to and from the site of service is to be borne by the respondent.

#### **O. Insurance and Indemnification**

Required     Not Required

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate  
\$1,000,000. Products \$1,000,000.  
Personal Injury \$1,000,000. Each  
Occurrence \$50,000. Fire  
Damage \$5,000. Medical  
Expense

##### *(A) Insurance Certificate*

- a. The Service Provider must present to the Willingboro Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Willingboro Board of Education  
c/o The Business Office  
440 Beverly-Rancocas Rd, Willingboro, NJ 08046

d. Additional Insured Claim — The Service Provider must include the following clause on the insurance certificate.

**"Willingboro Board of Education is named as an additional insured"**

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
<u>Contract Liability</u>	Same as General Liability
<u>Automobile Liability</u>	\$1,000,000 Per Occurrence

*(B) Indemnification*

The Service Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the Service Provider under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Service Provider is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any Service Provider employed by him or any of the Service Provider's men.

**INSURANCE; PROFESSIONAL LIABILITY - CERTIFICATE REQUIRED**

Required       Not Required

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act  
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The Willingboro Board of Education c/o The  
Business Office  
440 Beverly-Rancocas Rd.  
Willingboro, NJ 08046



and remain in full force during the term of contract.

**P. Consent of Surety**

REQUIRED  NOT REQUIRED

When required, each respondent shall submit with its BID a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the BID.

*Failure to submit or to sign the Certificate (consent) of Surety when required will be cause for disqualification and rejection of BID.*

**Q. Performance Bond**

REQUIRED  NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Service Provider, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Service Provider. It is expressly stipulated that the Surety for the Service Provider on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner. In the event the Service Provider defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting Service Provider to complete the Contract in accordance with its terms following receipt of notice from the owner of such default. Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his BID by the Board. The Willingboro Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

**R. New Jersey Business Registration Requirements**

"Business registration certificate" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor

is registered with the Department of the Treasury pursuant to N.J.S.A. 34:56.51 et seq. Each bidder shall provide a copy of its business registration certificate to the Authority with its bid proposal. Every subcontractor of the successful bidder shall provide a copy of its business registration certificate to the contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by the contractor unless the subcontractor first provides proof of valid business registration. The successful bidder shall give written notice to its subcontractors of their obligation to comply with this section. The Authority shall not be responsible for contractor's failure to comply with this section. The contractor shall maintain and submit to the Authority a list of its subcontractors and their addresses, which may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered (or for construction of a construction project) under the contract.

In accordance with P.L. 2004 c.57. the applicant should provide with their submittal a Business Registration Certificate issued by the State of New Jersey. Please note that having provided this form to the Willingboro Board of Education previously does NOT exempt you from providing this form with your submittal.

### **S. Purchase Order Requirements**

No work shall be performed, services rendered or material provided by the successful respondent unless a proper purchase order has been issued by the Willingboro Board of Education. Requests for payment of material or services delivered shall be made on Willingboro Board of Education vouchers with copies of supplier's invoices attached which shall specify the quantity, description, unit and extended prices of each item delivered. Payments shall not be provided on a frequency less than a monthly basis after services are rendered and vouchers are timely submitted for review and processing.

Every effort will be made to pay vendors and Service Providers within thirty (30) to sixty (60) days provided the Willingboro Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Personnel attendance logs; and
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Willingboro Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion, make partial payments. All payments are subject to approval by the Willingboro Board of Education at a public meeting. Payment may be delayed from time to time depending on the Willingboro Board of Education meeting schedule.

#### Invoices

- The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.
- The invoice must include the full name and address of the company.
- The invoice must include the Willingboro Board of Education purchase order

number.

- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the date(s) and goods or services rendered on that date(s).
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

## **T. Disclosure of Contributions**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **U. Disclosure of Investment Activities in Iran**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or BID 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.treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior to completing the below certification. 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.

In addition, respondents must provide a detailed, accurate and precise description of the activities of the respondent person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Any questions regarding this Request for Proposal should be directed to Mr. Kelvin L. Smith, School Business Administrator/Board Secretary of the Willingboro Township School District at (609) 835-8600. Please submit **ten (10)** copies in a **sealed envelope** to:

**Mr. Kelvin L. Smith CPA, MBA**  
**Board Secretary Business/ Administrator**  
**Willingboro Township Board of Education Administrative Office**  
**440 Beverly-Rancocas Road**  
**Willingboro, New Jersey 08046**

All Submissions must be received at the School District's Administrative Office by Saturday August 4, 2018 at 10:00 am.

## ETHICS IN PURCHASING

### **Statement to Vendors School**

#### **District Responsibility**

##### Recommendation of Purchases

It is the desire of the Willingboro Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 etseq.

##### Solicitation/Receipt of Gifts - Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing *business* with the Willingboro Board of Education or anyone proposing to do business with the Willingboro School District.

#### **Vendor Responsibility**

##### Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Willingboro Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Willingboro Public School District or to any member of the official's or employee's immediate family.

##### Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Willingbor Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

#### **Vendor Certification**

Vendors or potential vendors will be asked to certify that no official or employee of the Willingboro Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Willingboro Board of Education.

Kelvin L. Smith CPA, MBA  
School Business Administrator

**WILLINGBORO BOARD OF EDUCATION**

**Business Office**

440 Beverly-Rancocas Rd.

Willingboro, NJ 08046

TO: All Vendors

## UNAUTHORIZED ORDERS

### Official Notification

#### Authorized Purchases

The Willingboro Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

**Written Purchase Order** with **authorized signatures** and a **Purchase Order Number-Unauthorized Purchases**

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

#### Vendors' Responsibility

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a **purchase order number**.

- **Contact the Business Office!**

Please alert Kelvin L. Smith at 609-835-8600 X1020, if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Willingboro Board of Education will not be held responsible for any unauthorized orders or purchases.

#### Authorized Signatures

The Willingboro Board of Education will only recognize purchase orders signed by:

**Kelvin L. Smith CPA, MBA**  
**School Business Administrator**

## EXHIBIT A

### MANDATORY AFFIRMATIVE ACTION LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) N.J.A.C. 17:27

#### GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that such 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 sex, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

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

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

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment 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 N.J.A.C. 17:27.**

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

To be completed and signed below & returned with RFB.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**RFB: 2019-SUB**

**Date: Saturday, August 4, 2018 @ 10:00 A.M.**

This form is to be completed and returned with the RFB. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.  Yes  No

*If yes, please attach a copy of the plan to this questionnaire.*

2. Our company has a N.J. State Certificate of Employee Information Report  Yes  No

*If yes, please attach a copy of the certificate to this questionnaire.*

3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report- Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: [www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Public Contracts/EEO Compliance  
P.O. Box 209  
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT**

RFB/EUS Insurance Broker/Health Insurance

**STATE OF NEW JERSEY**

**WILLINGBORO PUBLIC SCHOOL DISTRICT**

**COUNTY OF BURLINGTON**

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Contractor)

Subscribed and sworn to:

(Also, type or print name of affidavit under signature.)

Before me on this \_\_\_\_\_ day of \_\_\_\_\_ Notary Public of \_\_\_\_\_

My commission expires, 20\_\_\_\_\_



STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: \_\_\_\_\_

Respondent/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**RESPONDENTS 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/Chapter25Listpdf>. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a respondent'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 respondent listed above nor any of the respondent'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 respondent 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 Respondent/Offeror _____	
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Respondent/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: \_\_\_\_\_

*To be completed, signed below & returned with BID.*

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

**SUBSTITUTE STAFFING SERVICES AND CLERICAL SUPPORT**

**Re: 2019-SUB**

**BID Date: Saturday, August 4, 2018 @ 10:00 A.M.**

Please check one type of Ownership, complete the form, and execute where provided.

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

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the BID or accompanying the BID of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH THE BID.** In the

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

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

**NOTE:** If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

*Signature*

*Date*

*(form continued on next page)*

*To be completed, signed below & returned with BID.*

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont.)**

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, \_\_\_\_\_, is organized

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Names of Principals

Title

Use additional paper if needed. Check here  if additional sheets are attached

Name of Company\_\_\_\_\_

Address

City, State, Zip\_

Authorized Agent \_\_\_\_\_ Title

*SIGNATURE OF AUTHORIZED AGENT*