

TENAFLY BOARD OF EDUCATION

REQUESTS FOR PROPOSALS

FOR

ANTI-RACISM CONSULTANT AND FACILITATOR

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the Tenafly Board of Education at its offices located at 500 Tenafly Road, Tenafly, New Jersey 07670, from interested vendors for the furnishing of anti-racism consulting, facilitation, and education services in accordance with the request for proposals prepared by the Board of Education.

A copy of the request for proposals may be inspected and picked up on or after **June 1, 2021**, at the Board offices between the hours of 8:30 A.M. and 4:00 P.M., except Saturdays, Sundays, and holidays. Further information may be obtained by calling Shauna DeMarco, Superintendent at 201-816-4502.

All vendors submitting proposals must use and complete all forms and include all information required in the request for proposals. Proposals shall be submitted, in triplicate, in a sealed envelope with "Anti-Racism Consultant and Facilitator" marked on the front of the envelope.

All proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. All vendors are required to comply with the requirements of L. 1975, c. 127, "Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

Proposals must be submitted to the Tenafly Board of Education no later than 10:00 a.m. on **June 18, 2021**. If sent by mail, the proposals should be addressed to Tenafly Board of Education, 500 Tenafly Road, Tenafly, New Jersey 07670.

All proposals will be opened and read to the public at that time by the Acting Board Secretary/School Business Administrator at the Board offices. No proposal may be withdrawn for a period of sixty days from the opening of the proposals.

The Tenafly Board of Education reserves the right to reject any or all proposals and waive any informality in the process if it is in the best interest of the Board of Education. No proposal shall be deemed accepted until the adoption of a formal resolution by the Tenafly Board of Education.

Purpose

The Tenafly Board of Education (the "Board") is requesting proposals ("RFP") for anti-racism consulting, facilitating and educational services for the Tenafly Public School District (the "District"). All proposals must be submitted no later than 10:00 a.m. on **June 18, 2021**.

Background

The District is a top rated, public school district located in Tenafly, New Jersey. There are 3,746 students in grades PK, K-12 with a student-teacher ratio of 12 to 1, in four elementary schools, one middle school, and one high school.

Scope of Services

The Board shall require the consultant to provide the following services:

1. Respondents shall facilitate listening sessions with key stakeholder groups: students, staff, and parents to hear of their school experiences related to racism and oppression. The Respondents shall provide the District with an action plan with their goals and objectives to address the issues raised during the listening sessions.
2. Respondents shall provide training to the Board members and the District's administrators on among other critical issues, foundational anti-racism with training on development of a framework for effective anti-racism strategies.
3. Respondents shall provide anti-racism training for all District staff members in collaboration with the administration.

Requirements of All Proposals

The Board intends to rely on the following information (as applicable) when evaluating all proposals:

1. Respondents should list all services to be rendered with their explanation in detail on how they will provide the services and/or meet the Board's requirements. The proposal should demonstrate a clear understanding of the scope of work and of the goals and objectives of the Board with reference to the RFP.
2. Respondents shall also provide evidence of how services of similar type were provided to other public or private schools in New Jersey within the past five years.
3. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work, and activity to be performed.
4. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

Licenses and Certifications

All applicants shall possess a degree in a field related to anti-racial education, such as social work, education, human rights, social justice or a similar content area issued by a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3 and/or possess extensive experience in anti-racism training and consulting including strategic planning, policy review, coaching, professional facilitation, and curriculum development with public school districts similar to the District.

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

All applicants must have sufficient staff to perform all services required by the Board.

Business Organization Capacity

Respondents shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, email address and other

information of the professional firm or individual, including a brief historical and current summary of the organization.

- An organizational chart noting the names of all principals and partners.
- Resumes of key staff members who will be assigned to this contract.
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience that will assist the Board in the evaluation and selection process. Such documentation shall include, but not be limited to:

All applicants must identify all public-school districts they have provided anti-racism consulting services and the outcomes in those districts. The applicants should identify a person or person with whom they worked in each of the districts who may be contacted regarding the applicant's success in providing services to that District.

All applicants must be able to conduct in-person and remote sessions to provide the facilitation, training and education required by the Scope of Services.

All applicants must have the capability to develop a strategic plan for the District based on the unique and defined needs of the District that are identified from the outcomes during the various programs and services set forth under the Scope of Services.

All applicants shall be duly authorized to do business by the State of New Jersey.

Evidence of providing services to public school districts similar to the Tenafly School District.

Three letters of recommendation from public or private school districts in New Jersey.

Copies of all professional or educational licenses that are required to perform the services, as listed above.

Availability of personnel, facilities, equipment, and other resources to provide the services requested.

Time of Services

The services detailed in this RFP shall occur during normal school hours on regularly scheduled school days as well as other times, as necessary.

Fee

Respondents must submit the Proposed Fee Form below, which allows respondents to state their hourly rate for any combination of the professional services. If a respondent leaves a rate blank, the Board will not consider the proposal as responding to the RFP's request for that service.

Additional Documents

- Affirmative Action Statement.
- Debarred Affidavit.
- Stockholder/Partnership Disclosure and Statement of Ownership.
- Non-collusion Affidavit.
- Disclosure of Investment Activities in Iran; and
- Political Contribution Disclosure.

Withdrawal of Proposal

The Business Administrator/Board Secretary may consider a written request from a respondent to withdraw a proposal if the written request is received before the opening of proposals.

The Board may consider a written request from a respondent to withdraw a proposal after the opening of proposals if the request is received by the Business Administrator within five business days of the proposal opening. The request to withdraw may be reviewed by the Business Administrator and/or the Board Attorney and a recommendation will be made to the Board.

Any respondent who has been granted permission to have his/her proposal withdrawn cannot resubmit a proposal for the same advertised project. That respondent shall also be disqualified from future proposal on the same project if the project is re-advertised.

Award of Contract

The proposals will be evaluated by the Board, the Business Administrator, and other members of the administration as may be called upon based on their level of involvement with the professional services.

The criteria used to award the contract will be based on an evaluation of:

- Service provider's credentials
- Service provider's experience
- Quality and extent of the proposed services
- Financial terms of the proposal

In addition, interviews may be requested when the Board seeks to determine who will provide the highest quality of service.

Upon notification of award of contract by the Board, the successful respondent shall sign and execute a contract and return it, together with the following:

- Certificate of Liability Insurance with the Board named as an additional insured or Professional Liability Insurance.
- Affirmative Action Evidence in the form of a Certificate of Employee Information Report as issued by the Department of Treasury.
- Other required documents as may be outlined in this RFP.

Form of Contract

Any contract shall comprise the RFP, any amendments and clarifications, diagrams, and the completed form agreement attached to the RFP, as revised by the Board, all supplementary and additional conditions of the Contract and any addenda thereto. The respondents

to whom a contract is awarded shall, within ten days from receipt of the completed form agreement, sign and return the agreement to the Board. The Board shall prepare the agreement between the Board and the provider, and the agreement shall be substantially in the same form as the form Agreement attached to this RFP as Appendix A.

Contract Term

The term of any contract for anti-racial consulting, facilitating and educational services shall be from July 1, 2021 through June 30, 2022.

Termination

The Board may terminate any agreement upon thirty days' written notice to a provider for the Board's convenience and without cause. The Board may terminate any agreement upon seven days' written notice to the provider in the event the provider fails to perform in accordance with the terms of the agreement. Written notice shall be sent certified mail with a return receipt requested.

Termination by the Board of the contract does not absolve the provider from potential liability for damages caused by the provider's breach of the agreement. The Board may withhold payment due to the provider and apply it 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 these services or goods from other sources.

Assignment/Subcontract

The respondent to whom a contract is awarded may not assign this contract to any person, partnership, or corporation, nor may it subcontract any part of the work required to be performed, if any, under the contract without obtaining the prior written approval of the Board.

Stockholder or Partnership Disclosure Statement

- A. Pursuant to N.J.S.A. 52:25-24.2, all forms of corporations and partnerships (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) shall submit a statement with its proposal which sets forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock or of all individual partners

in the partnership who own a ten percent or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent or more of that corporation's stock or the individual partners owning ten percent or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent ownership criteria has been listed.

B. Any respondent whose stockholders or partners own less than ten percent of the stock shall certify such fact to the Board.

C. A form affidavit is included as part of the proposal and must be completed by each respondent.

Non-Collusion

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in such decision regarding a contract in connection with this RFP shall have any financial or other personal interest in any related contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.

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

A form affidavit of non-collusion is included as part of the proposal documents and must be completed by each respondent.

Insurance

The minimum insurance coverage required by the Board to be maintained by the successful respondent shall be as follows, unless a greater amount is required by law:

- i) Workers Compensation: (in accordance with the laws of New Jersey and any other jurisdiction required to protect employees of the Contracted Parties who will be engaged in the performance of the work on this project).

Applicable federal, State:	Statutory
Employers' Liability	\$ 100,000.00*
	(each accident)
Disease - Each Employee	\$ 1,000,000.00*
Disease - Policy Limit	\$ 1,000,000.00*

The Contractor shall require all subcontractors to provide the same coverage.
*or such other greater limit as may be required by statute.

ii) General Liability Insurance: covering any and all bodily injury, personal injury, and property damage arising out of or in connection with the services performed hereunder:

Comprehensive General Liability and
Comprehensive Automobile Liability as
follows:

a.	<u>Bodily Injury:</u>	
	Each Occurrence	\$ 1,000,000.00
b.	<u>Property Damage:</u>	
	Each Occurrence	\$ 1,000,000.00
c.	<u>Personal Injury:</u>	
	Each Occurrence	\$ 1,000,000.00
d.	<u>Automobile Liability:</u>	
	Each Occurrence	\$ 1,000,000.00
e)	<u>General Liability</u>	
	Each Occurrence	\$ 1,000,000.00

iii) Professional Liability (Errors & Omissions):

Per Claim	\$ 1,000,000.00
Aggregate Per Location/Per Project	\$ 1,000,000.00

The deductible shall be no more than \$15,000 per claim.

iv) Excess Umbrella Liability:

Combined Single Limit Per Occurrence	\$ 5,000,000.00
Aggregate Minimum	\$ 5,000,000.00

The coverage shall be as broad as the underlying primary policies and will follow form on additional insured, aggregate per project, and the absence of a sexual abuse or molestation exclusions.

v) Cyber Liability:

Per Claim \$ 1,000,000.00

vi) Contractual Liability Endorsement

The coverage shall indicate that it includes the contractual obligations stipulated in the contract.

vii) Completed Operations & Products Liability:

Maintain until receipt of Certificate of Occupancy.

A certificate of insurance which names the Board, its officers, agents, employees, and consultants as additional named insureds shall be furnished to the Board at the time the contract is signed, evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least A and Class Size VIII or higher. The certificates shall specify the contractual and additional insured requirements contained herein. Acceptance of a certificate does not in any way amend the requirements of this RFP or the subsequently awarded contract.

Nothing contained herein shall be interpreted to relieve the Respondent of his obligation to complete the services without additional cost to the Board beyond the Contract Amount. Any loss or cost of repair not covered or not fully covered by insurance shall be borne by the respondent without additional cost to the Board beyond the Contract Amount. The Respondent will be responsible to cover all theft or vandalism costs to repair or replace materials including labor.

The respondent may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the Board's insurance or any other potential loss, the capital value of which is not included in the cost of the services.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days' prior written notice to the

Board. All insurance required above shall remain in full force and effect until the final contract payment.

Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

Indemnification

A provider shall indemnify and hold the Board, its members, agents, servants, officers, and employees harmless from any and all claims, liability, damages and/or expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, and/or related to the services provided by the provider, its employees, agents, or services pursuant to this Agreement, if these claims, liability, damages, and/or expenses are caused by any error, omission, or negligent or intentional act of the provider, its employees, agents, or servants. The Board reserves the right to defend itself from these claims at the provider's expense.

Laws

Providers shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity in effect during the course of the agreement. Any agreement shall be governed by the laws of the State of New Jersey.

Law Against Discrimination

A provider agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibits A and B attached hereto and made a part hereof.

Harassment, Intimidation and Bullying

A provider is required to comply with the provisions of the District's anti-bullying policy pertaining to contracted service providers.

Criminal History Check

A Provider shall be subject to a criminal history record check as set forth the N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board

with verification of same. A provider shall bear the cost of the criminal history record check. A provider shall also be subject to the employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

Pay to Play Disclosure

- A. Providers are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if it receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- B. In addition, pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Board during the preceding one year shall be awarded a contract in excess of \$17,500.
- C. Any business entity doing business with the Board is precluded from making any reportable contributions to any member of the Board during the term of an agreement.
- D. When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.
- E. A political contribution disclosure (the "PCD") form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the proposal. A sample form is included as part of the RFP documents and must be completed by a respondent.

Affirmative Action Affidavit

- A. Respondents are required to be familiar with and comply with the affirmative action requirements of N.J.S.A. 10:5-21 et seq. and the rules and regulations promulgated by the Treasurer, State of New Jersey pursuant thereto.
- B. Respondents are responsible for being aware of public contract affirmative action requirements, completion of required forms and documents, presentation of these to public agencies and the affirmative action office as required, agreement to the mandatory affirmative action language in the completed agreement, compliance with good faith hiring standards, and submission of reports as specified in this language.
- C. A form affidavit is included as part of the RFP documents. If respondent has fifty employees or more, an affirmative action employee information report (Form AA302) shall also be submitted.

Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, all proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling a contract:

- A. No contract with a subcontractor shall be entered into until the subcontractor provides a copy of a valid business registration certificate to the contractor. The contractor shall provide copies of a current Business Registration Certificate for each subcontractor immediately upon entering into each subcontract. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file.

- B. The contractor shall maintain and submit a current, updated list of subcontractors and their current Business Registration Certificate as a continuing obligation under this contract. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.
- C. For the term of this contract, the contractor and each of its affiliates and each subcontractor and supplier and each of its affiliates as defined in N.J.S.A. 52:32-44(g) (3) shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
- D. A contractor, subcontractor or supplier that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq., or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency. The contractor shall indemnify and hold harmless the Board from and against any and all fines, taxes, penalties, interest, claims, losses, costs, and expenses of any kind arising out of or resulting from or in connection with the contractor's failure to comply with N.J.S.A. 52:32-44 as amended from time to time. Information on the law and its requirements are available by calling (609) 292-9292.

Debarment, Suspension, or Disqualification

The Board will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the proposal, included on the State Department of Labor and Workforce Development;

Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List - Excluded Parties List System - System for Award Management - SAM.gov.

Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 18A:18A-49.4 (P.L. 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 list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render the proposal non-responsive.**

Documents

The respondent shall familiarize him or herself with all forms provided by the Board that are to be returned with a proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit them with his or her proposal.

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 proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) as non-responsive. The Board will not accept facsimile or rubber stamp signatures.

By submitting a proposal, the respondent acknowledges that he or she has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his or her investigation, he or she is satisfied as to the nature and location of the work, the general and local conditions and all matters which

may in any way affect the work or its performance, and that as a result of such examination, he or she fully understands the intent and purpose thereof, his or her obligations thereunder, and that he or she will not make any claim for or have any right to damages because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in the proposal the price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the RFP and documents.

Please feel free to provide any additional information that you believe will be useful to the Board in its selection process.

RESPONDENT' S CHECKLIST

1. Fee Proposal Form (attached)
2. Affirmative Action Affidavit and Exhibit B (attached)
3. State of New Jersey Debarred List Affidavit (attached)
4. Stockholder or Partnership Disclosure Statement (attached)
5. Non-Collusion Affidavit (attached)
6. Disclosure of Investment Activities in IRAN (attached)
7. Political Contribution Disclosure Affidavit (attached)
8. Business Registration Certificate

FEE PROPOSAL FORM

The undersigned agrees to provide [the professional services] in accordance with the requirements contained in the Request for Proposals (RFP) for the following fees. I acknowledge that if I leave a rate blank, the Board will not consider the proposal as responding to the RFP's request for that service. If my proposal is accepted, I agree to perform [the professional services] as required by the RFP and provide the information required by the RFP.

[Service 1]: \$ _____ per hour
 \$ _____ flat fee

[Service 2]: \$ _____ per hour
 \$ _____ flat fee

[Service 3]: \$ _____ per hour
 \$ _____ flat fee

[Service 4]: \$ _____ per hour
 \$ _____ flat fee

Submitted by:

Name of Respondent: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

The Undersigned does further declare that no one other than those herein named have any interest in this proposal.

The Undersigned is: An Individual ()

A Partnership ()

_____ A Corporation () under the laws of the
State of _____ having Principal Office in the City of
_____ County of _____ and the State of
_____.

The Statement of the respondent's Personnel and Experience must accompany this proposal.

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

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten days of receiving the contract, together with the insurance certificate as required in the RFP.

Submitted by:

Name of Respondent: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

I certify that I, _____, am the _____ of the respondent submitting this proposal and that I am authorized to submit this proposal on behalf of the respondent and that the information contained in all of the RFP documents is true and accurate. I further certify that the respondent owns, leases, or controls all the necessary equipment required by the RFP documents. If the respondent is not the actual owner, I hereby certify that I have attached a certificate from each and every owner or person in control of such equipment which grants the respondent the control of the equipment for such time as may be necessary for the completion of that portion of the project for which such equipment is necessary. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

(Affix corporate seal)

Authorized Representative

Title: _____

Exhibit A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

AFFIRMATIVE ACTION AFFIDAVIT
FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS

STATE OF _____)
 : ss:
COUNTY OF _____)

_____ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the respondent, _____.

I hereby certify that I am aware of the equal employment opportunity and affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the respondent is in compliance with the requirements therein. I hereby agree that the respondent shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that the failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law.

Sworn to and subscribed
to this _____ day of
_____, 20__

By: _____
Signature of Principal

(Name)

Notary Public of New Jersey

(Title)

My Commission expires __/__/__

EXHIBIT B

TO: All Respondents
FROM: Business Administrator/Board Secretary
RE: AFFIRMATIVE ACTION

Your cooperation is requested in helping this Board of Education meet the Affirmative Action Rules and Regulations implemented by P.L. 1977 c. 127 (N.J.S.A. 10:5-21 et seq.). Regulations will apply only to the party to whom the contract or purchase order is awarded. The information below is to determine each respondent's Affirmative Action status.

1) DO YOU HAVE FEDERAL APPROVAL? Yes _____ No _____

This being a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a Photostat copy.

2) DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL? Yes _____ No _____

If yes, please submit a Photostat copy of this certificate.

3) IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

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

Name: _____

Signature: _____

Title: _____

Date: _____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF _____)

ss:

COUNTY OF _____)

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

I am _____ an officer of the firm of _____
_____, the respondent making the proposal for the above
named work, and that I executed the proposal with full authority to
do so; that the respondent, at the time of making of this bid, is
not included on the State of New Jersey, State Treasurer's, or any
State or Federal Government's List of Debarred, Suspended, and
Disqualified Bidders; and that all statements contained in the
proposal and in this affidavit are true and correct, and made with
the full knowledge that the Board relies upon the truth of the
statements contained in the proposal and in the statements contained
in this affidavit in awarding the contract for the work.

The undersigned further warrants that if the name of the firm
making this bid appears on the State Treasurer's or any State or
Federal Government's List of Debarred, Suspended, and Disqualified
Bidders at any time prior to, and during the life of this contract,
including Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as
vendor is subject to debarment, suspension, and/or disqualification
in contracting with the State of New Jersey, if the vendor commits
any of the acts warranting debarment, suspension, or
disqualification as determined according to applicable law and
regulation.

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

Notary Public of _____
My Commission expires ___/___/20__.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

In accordance with the instruction to respondents and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding 10% or more of the corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

I.

Name of Corporation/ Partnership	Address
-------------------------------------	---------

Name of Corporation/ Partnership	Address
-------------------------------------	---------

Name of Stockholder/Partner	Address
-----------------------------	---------

Name of Stockholder/Partner	Address
-----------------------------	---------

Name of Stockholder/Partner	Address
-----------------------------	---------

Use reverse side for additional stockholders/partners.

II.

Name of Corporation
Partnership who holds 10% or
more interest in the bidding
corporation/partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

Name of Vendor

By: _____
Name

Official Title

Sworn before me this _____
day of _____, 20__.

Notary Public of _____
My Commission expires __/__/__.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

ss:

COUNTY OF _____)

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

I am _____ of the firm of
_____, the respondent making the proposal for the above
named project. I executed the bid with full authority to do so. The
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. All statements contained in this bid and
in this affidavit are true and correct, and made with the full
knowledge that the Tenafly Board of Education will rely upon the
truth of the statements contained in the bid and in the statements
contained in this affidavit in awarding the contract for the
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.

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

Notary Public of _____
My Commission expires ___/___/20__.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 18A:18A-49.4 (P.L. 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 list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address:
<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render the bid non-responsive.** In the event the Board determines that the respondent has submitted a false certification, it shall report that to the New Jersey Attorney General and retains the right to file an action seeking the greater of one million dollars (\$1,000,000) or twice the contract price.

Please check one of the following boxes:

I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's 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 am 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 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. Failure to provide same will result in the bid being deemed non-responsive and appropriate penalties or fines may be assessed.

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 respondent, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE. PLEASE PROVIDE THOROUGH ANSWERS AND USE ADDITIONAL PAGES IF NECESSARY

Name: _____

Relationship to Respondent: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Completion Date: _____

Respondent 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 below-referenced person or entity. I acknowledge that the Board 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 contracts with the Board to notify the Board in writing of any changes to the answers or 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 agreements(s) with the Board and that the Board at its option may declare contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Respondent:

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

Notary Public of _____
My Commission expires ___/___/20__.

POLITICAL CONTRIBUTION DISCLOSURE AFFIDAVIT

STATE OF _____)

ss:

COUNTY OF _____)

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

I am _____ of the firm of
_____, the respondent making the proposal
for the above named project. I am aware that:

A. Pursuant to N.J.A.C. 6A:23A-6.3, no business entity which
has made a reportable contribution (as defined in N.J.S.A. 19:44A-
1 et seq.) to a member of the Board of Education during the preceding
one (1) year shall be awarded a contract in excess of \$17,500.

B. Any business entity doing business with the School
District is precluded from making any reportable contributions to
any member of the Board of Education during the term of the Contract.

C. When a business entity is a natural person, a contribution
by that person's spouse or child that resides therewith shall be
deemed to be a contribution by the business entity. Where a business
entity is other than a natural person, a contribution by the person
or other business entity having an interest therein shall be deemed
to be a contribution by the business entity.

D. A political contribution disclosure (the "PCD") form is
required to be submitted for all contracts greater than \$17,500. No
contract award shall be made unless the completed PCD is submitted

to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid. A Sample Form is included as part of the bidding documents and must be completed by the bidder.

I aver that no reportable contributions have been made by the respondent in violation of the provisions set forth in N.J.A.C. 6A:23A-6.3. If the respondent is the lowest responsible bidder, a completed PCD form shall be submitted to the Board office ten (10) days prior to the contract award.

Sworn to and subscribed
to this _____ day of
_____, 20____

Notary Public of New Jersey

My Commission expires __/__/__.

By: _____
Signature of Principal

(Name)

(Title)

CERTIFICATION ON BEHALF OF
A COMPANY, PARTNERSHIP OR ORGANIZATION
AND ALL INDIVIDUALS WHOSE CONTRIBUTIONS
ARE ATTRIBUTABLE TO THE ENTITY PURSUANT TO
EXECUTIVE ORDER NO. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee.
- c) A legislative leadership committee.
- d) A county political party committee; or
- e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Signed: _____ **Title:** _____

Print Name: _____ **Date:** _____

Circle One of the Following Which Applies:

(A) The Company, Partnership or Organization is the vendor.

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

**Individual Certification of Compliance
with Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor.**
- b) **A State political party committee.**
- c) **A legislative leadership committee.**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ **Date:** _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit.
- all principals, partners, officers, or directors of the business entity or their spouses

- any subsidiaries directly or indirectly controlled by the business entity.
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs).

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

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

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

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

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

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

AGREEMENT

This AGREEMENT made this _____ day of _____, 2021, between the Tenafly Board of Education (the "Board") which has offices located at 500 Tenafly Road, Tenafly, New Jersey 07670, and _____, (the "the Provider").

WITNESSETH:

WHEREAS, the Board requires _____ services (the "Services"); and

WHEREAS, the Board is desirous of retaining the Services of the Provider, to perform those services for the Tenafly Public School District (the "District"); and

WHEREAS, the Provider desires to render the Services as stated in this Agreement; and

WHEREAS, the Parties are desirous of memorializing the terms of their Agreement.

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the Parties agree to be bound by the following the terms and conditions:

I. TERM

Services are to be provided at the request of the Board from July 1, 2021, through June 30, 2022, or until terminated in accordance with the terms of this Agreement.

II. COMPENSATION

The Board shall pay as compensation to the Provider for the Services contained in this Agreement at the following rates:

These fees are payable within thirty days of billing. The Provider acknowledges and agrees that this hourly rate is his/her total compensation for the Services rendered pursuant to this Agreement, and the Board shall not owe any other compensation for the duties performed by the Provider under this Agreement, unless requested in writing by the Board. Any additional services shall be billed to the Board in accordance with the mutually agreed upon price prior to the delivery of the additional services.

III. QUALIFICATIONS

The Provider represents that anyone providing the Services possesses the following qualifications:

A. A current and valid license and/or certification that authorizes the provision of the Services. In the event that this license is revoked, terminated, or otherwise impaired, or, in the event that the Provider receives notice of this impending action, the Provider will immediately notify the Board of this event.

B. Training and experience that includes providing these services to other public schools.

IV. RESPONSIBILITIES

A. The Provider shall work cooperatively with the Board, the administrative staff, and District personnel, and agrees to provide the Services in accordance with its proposal and the Board's RFP, whichever grants the Board a greater benefit, according to the Board's sole discretion.

V. INSURANCE

The Provider shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that it has the minimum amounts of insurance as set forth in the Request for Proposals. The Board shall be named as an additional insured on all insurance policies set forth in this subsection. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty days prior written notice to the Board. All insurance required shall remain in full force and effect until the final contract payment. Evidence of the insurance coverage required by this subsection shall be furnished to the Board prior to commencement of services.

VI. INDEMNIFICATION

The Provider shall indemnify and hold the Board, its members, agents, servants, officers, and employees harmless from any and all claims, liability, damages and/or expenses, including

but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, and/or related to the services provided by the Provider, its employees, agents, or services pursuant to this Agreement, if these claims, liability, damages, and/or expenses are caused by any error, omission, or negligent or intentional act of the Provider, its employees, agents, or servants. The Board reserves the right to defend itself from these claims at the provider's expense.

VII. INDEPENDENT CONTRACTOR

The Provider, its agents, servants, and/or employees are independent contractors and are not agents, servants, or employees of the Board.

VIII. HARASSMENT, INTIMIDATION AND BULLYING

As an independent contractor, the Provider is required to comply with the provisions of the District's anti-bullying policy pertaining to contracted service providers.

IX. CRIMINAL BACKGROUND CHECK

The Provider shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The provider shall bear the cost of the criminal history record check. The provider shall also be subject to the employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization

for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

X. LAWS

The Provider shall comply with all applicable laws, statutes, regulations, and ordinances and orders issued by any governmental entity. In particular, the Provider agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit A attached hereto and made a part hereof.

XI. JURISDICTION

Any and all claims, disputes, or other matters in question between the Board and the Provider arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise. The Provider hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound

by such a waiver, demands trial by jury. This waiver is knowingly, intentionally, and voluntarily made by the Contractor.

XII. TERMINATION

The Board may terminate this agreement upon thirty days' written notice to the Provider for the Board's convenience and without cause. The Board may terminate this agreement upon seven days' written notice to the Provider in the event the Provider fails to perform in accordance with the terms of the agreement. Written notice shall be sent certified mail with a return receipt requested.

Termination by the Board of the contract does not absolve the Provider from potential liability for damages caused by the Provider's breach of the agreement. The Board may withhold payment due to the Provider and apply it 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 these services or goods from other sources.

XIII. MISCELLANEOUS PROVISIONS

A. The various rights and remedies of the parties set forth herein are cumulative and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full

force and effect. No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be binding upon and inure to the benefits of the parties, their successors, and their assigns.

C. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

D. This Agreement is subject to any and all statutes enacted by the federal government and the State of New Jersey, municipal ordinances, and all regulations promulgated by any agency of the federal and state government.

E. This Agreement, together with the RFP, Provider's proposal, and all addenda thereto, represents the entire Agreement between the parties. No additions, changes, modifications, renewals, extensions, or other representations or promises shall be binding unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

WITNESS: TENAFLY BOARD OF EDUCATION

Board Secretary/Business
Administrator

BY: _____
Jocelyn Schwarz
Board President

DATED: _____

DATED: _____

WITNESS:

BY: _____

DATED: _____

DATED: _____

Exhibit A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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