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# Nutley Public Schools

315 Franklin Avenue

Nutley, NJ 07110

973.661.3500

[www.nutleyschools.org](http://www.nutleyschools.org)

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**REQUEST FOR PROPOSALS**

**FOR DISTRICT WEBSITES & COMMUNICATION PLATFORM**

**ISSUE DATE: January 20, 2012**

**DUE DATE: February 17, 2012**

## GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

- “Board” – refers to the Board of Education for the Township of Nutley School Board, its officers and elected and appointed officials, employees and advisors and consultants.
- "Due Date" - refers to the date and time by which Proposal Statements must be received by the Board in order to be considered for award of the contract or position.
- "Proposal Statement" - refers to a Respondent’s complete response to this RFP.
- "Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Board) have satisfied the Proposal criteria set forth in this RFP.
- "RFP" - refers to this Request for Proposal, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested individuals and firms that submit Proposal Statements.
- “Services” – refers to the professional services the Board seeks in this RFP process.
- “Successful Respondent” – refers to the Respondent selected by the Board to perform the Services.

## SECTION 1

### INTRODUCTION AND GENERAL INFORMATION

#### 1.1 Introduction and Purpose.

The Board is soliciting Proposal Statements from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Proposal process, persons and/or firms interested in assisting the Board with the provision of such services must prepare and submit a Proposal Statement in accordance with the procedure and schedule in this RFP. The Board will review only Proposal Statements that include all the required information as described herein. The Board intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Board.

#### 1.2 Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the bidding provisions of the Public School Contracts Law. However, this selection is subject to the pay-to-play provisions provided by N.J.S.A. 40A:11-51 and N.J.S.A. 19:44A-20A *et seq.*

The Board has structured a competitive procurement process which insures that anyone interested in providing the services sought has an opportunity to submit a Proposal Statement in response to this RFP. The Board will evaluate responses to this RFP in accordance with the criteria set forth in Section 5. Based upon the totality of the information contained in the Proposal Statement, and from the Respondents' references, the Board will determine which Respondents are qualified. Each Respondent that meets the requirements of the RFP (in the sole judgment of the Board) will be designated as a Qualified Respondent, and will be considered for selection by the Board.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Board reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Clerk upon receipt of this RFP.

All communications concerning this RFP or the RFP process shall be directed to the Board's Designated Contact Person, in writing (via email is suffice). The Designated Contact Person is:

**Designated Contact Person:**

**Karen Yeamans, Business Administrator**

**Nutley Board of Education**

**315 Franklin Avenue**

**Nutley, NJ 07110**

**[kyeamans@nutleyschools.org](mailto:kyeamans@nutleyschools.org)**

**Proposal Statements must be received by the Board's Designated Contact Person, via mail or hand delivery by 11:00 A.M. prevailing time on the February 17, 2012, as well as a copy sent electronically via email to [kyeamans@nutleyschools.org](mailto:kyeamans@nutleyschools.org). Proposal Statements received after 11:00 A.M. on the February 17, 2012 will be returned unopened. Failure to provide the requested hard copies of the Proposal Statement by 11:00 AM on the due date stated herein shall result in the rejection of the documents.**

## **ANTICIPATED PROCUREMENT SCHEDULE**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
1. Issuance of Request for Proposals	2012-01-20
2. Receipt of Proposal Statements/ Due Date	2012-02-17
3. Completion of Evaluation of Proposal Statements/ Vendor Demonstrations	2012-02-22
4. Award of Services Agreement(s)	To be Determined

### **1.3 Conditions Applicable to RFP.**

Upon submitting a Proposal Statement in response to this RFP, the Respondent acknowledges and consents to the following conditions:

- This RFP does not commit the Board to issue an award.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent. There shall be no claims whatsoever against the Board, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Proposal Statement or other information required by the RFP.
- The Board reserves the right to reject for any reason any and all responses and components thereof.
- The Board reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal Statement that is not responsive to the requirements of this RFP.
- The Board reserves the right, without prior notice, to supplement, amend, or modify this RFP, or to request additional information.
- All Proposal Statements shall become the property of the Board and will not be returned.
- All Proposal Statements will be made available to the public at the appropriate time, as determined by the Board in accordance with law.
- Any Proposal Statements not received by the Board timely will be rejected.
- The Board shall not be liable for any claims or damages alleged to have been incurred as a result of this RFP process, including the Board's review of Proposal Statements and its award of contracts.

#### **1.4 Rights of Board.**

The Board reserves the following rights with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Board deems necessary or convenient, to clarify the information provided as part of a Proposal Statement, and to request additional information to support the information included in any Proposal Statement.
- To suspend or terminate the procurement process described in this RFP at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Board shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

#### **1.5 Addenda or Amendments to RFP.**

After the issuance of the RFP, but no later than five (5) business days prior to the Due Date, the Board may issue addenda, amendments or answers to written inquiries. Addenda will be noticed by the Board and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of any addenda issued.

#### **1.6 Proposal Format.**

Responses should cover all information requested in Section 3 of this RFP. Responses that do not meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## SECTION 2

### SCOPE OF SERVICES

The Board seeks Proposal Statements from Respondents that are **able to provide a district website and communications platform to Nutley Public School District**. Respondents must be able to demonstrate that they have and will continue to have the capabilities to provide the Services.

Systems will be evaluated in a number of areas including: provision of district and website creation and management tool, calendaring functionality, email notification, messaging, surveys, training and professional development. Thus, software providers are encouraged to provide proposals even if the proposal does not address all requirements.

#### Overview:

The Nutley Public School District consists of seven schools (one high school, one junior high (7-8), and five Grades K-6 schools). The current student population is approximately 4,000.

Current software packages in use:

	Package	Vendor
Content Management System	Drupal	Drupal
Email	Webmail frontend is Horde Groupware. Mail backend is Sendmail/Dovecot (with Spam Assassin, ClamAV, and Greylist-milter)	Horde, Sendmail/Dovecot
ILS	Destiny	Follett
Notification (Phone/SMS/Email)	SchoolMessenger	Reliance Communications

All school buildings and offices are internetworked with gigabit private fiber, and the district is connected to the Internet via an Ethernet handoff from LightPath (traffic shaped to 45Mb/s), expandable to 300Mb/s.) The schools and all of the administrative offices are overwhelmingly Windows PCs or dual-boot Macs; the teacher work stations in the five K-6 schools are Macs.

We are seeking proposals from organizations for a district website and communications platform for the

Nutley Public School District. We are accepting proposals through **February 17, 2012.**

## **Section 2 – Project Detail: Disclaimer:**

Although this document contains the desired general requirements for a comprehensive district website and communications platform, the district realizes that it may be impractical for a commercial software package to contain all of the features outlined. Thus, software providers are encouraged to provide proposals even if the proposal does not address all requirements

### **General Requirements:**

- The application must be user friendly, stable, and highly responsive.
- All end-user functions (for students, parents, teachers, and administrators) must be accessible via a standards-compliant web browser on any modern computer platform, without client software or non-standard plugins required.
- Scalable solution able to grow with district needs
- Integrate with existing district systems: mail, student information systems
- Single sign-on capability with existing systems.
- Permission based access dependent upon user profiles to control content.
- Ability to create district/school specific front end website or choose from pre-designed templates.
- Comprehensive search capability across all sites.
- Support flash, view stored videos, graphics (photo galleries)
- Ability to manage in off-site hosting facility.
- Hosting environment provides secure, reliable, redundant data protection and disaster recovery as well as 99.9% uptime.
- There must be a reasonable learning curve in learning how to operate the software.
- The total cost must be competitive.
- This proposal must include clearly defined training, maintenance, and support procedures.
- Staff to assist with E-rate eligibility.

### **Website Requirements:**

- Ability to create, manage, and administer one district website and seven individual school websites.
- Ability to quickly and easily share content and information for all schools, staff, employees, students, parents, and board members.
- Unified user experience across all district websites.
- Teacher class pages to promote class specific resources, links, documents, and assignments.
- Parent Teacher Organization (PTO) managed pages.
- Manage and control content on district and school pages before publishing.
- Site navigation and/or dropdown menus easy to use and maintain.
- Create online newsletters and publications.
- Incorporate social media functionality (blogs, Twitter – show tweets, Facebook, Wikis, Google Plus)
- Users able to display videos, podcasts, pictures (gallery), documents.

### **Calendar Requirements:**

- Public and private calendar postings for district/schools.
- Calendars specific to registered login.
- Ability to share calendars
- Ability to upload district/school calendar in other collaborative calendaring systems (Google Calendar)

### **Communication Requirements:**

- Email notification to parents/teachers/community members when website content is posted to sites.
- Class email notification for parents.
- Form submission for existing district/school specific email distribution lists (school backpacks).
- Specialized notices based upon login preferences.
- Specified messages and announcements based upon user login.
- Student based email with restrictions on use based on domain.
- Ability for students to blog in a closed environment.
- Teacher & Administration blog capability.

### **Additional Functionality:**

- Create and administer surveys and view and manipulate results in data form.
- Student & teacher online storage “digital lockers”.
- Website language translation.
- Create and manage custom groups of users (departments, committees, clubs, board, associations, PTO, events, etc)
- Administrative reporting functionality: Ability to track site usage, traffic, user login.

### **Training & Professional Development:**

- Online tutorials, training guides and help section.
- 24x7 customer support.
- Implementation plan to successfully ensure rollout to designated user groups within district.
- Best practices online community (case studies, other uses)
- Onsite training professionals for district in-service.

**SECTION 3**  
**SUBMISSION REQUIREMENTS**

**3.1 General Requirements.**

Respondent's Proposal Statement must meet or exceed the professional, administrative and financial Proposals set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information described below, Respondents are invited to submit supplemental information that may be useful to the Board in evaluating the Proposal Statement. This information may include, for example, a firm profile or brochure. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

**3.2 Administrative Information Requirements.**

The Respondent shall, as part of its Proposal Statement, provide the following documentation and information:

1. An executive summary/cover letter (not to exceed two (2) pages) of the information contained in the Proposal Statement of Respondents. In providing this information, please provide contact information for Respondent.
2. An executed Letter of Intent (See Exhibit B).

**3.3 Professional Information Requirements.**

1. Respondent shall submit a description of its overall experience in providing the same or similar Services. At a minimum, all proposals must contain the following information:
  - Transmittal Letter and contact information
  - Executive Summary
  - Vendor Background and Qualifications including:
    - Five New Jersey school district references, including contact information.
    - A comprehensive list of public school clients that Respondent has worked with or is currently working with.
  - System Overview
  - Installation Plan (include any specific hardware requirements)
  - Training & Implementation Rollout Plan
  - Technical Support Services
  - Sample Contract (including Maintenance Agreement)

- Price Proposal including any applicable service fees
- Appendices (as appropriate)

## SECTION 4

### INSTRUCTIONS TO RESPONDENTS

#### 4.1 **Submission of Proposal Statements.**

Respondents must submit their response of its Proposal Statement to the Designated Contact Person electronically and submit one original and two (2) copies to:

**Karen Yeamans, Business Administrator**

**Nutley Board of Education**

**315 Franklin Avenue**

**Nutley, NJ 07110**

***kyeamans@nutleyschools.org***

To be responsive, Proposal Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein:

1. Proposal Statements must be received by the Board no later than the Due Date, and must be mailed or hand-delivered. While this RFP requires a copy of the Proposal Statement to be forwarded via email to Ms. Yeamans, the submission of a Proposal Statement by facsimile or email will not satisfy the submission requirement; thus, one original and two (2) copies must be provided in hard copy form in accordance with the terms of this RFP. Proposal statements received after the designated time on the Due Date will be returned, unopened, to the sender. The Respondent is solely responsible for delays in delivery.
2. Proposal Statements and all related information must be stapled or bound, and signed by the Respondent. If Respondent is other than a natural person, the Proposal Statement must be signed by an individual with power to bind the Respondent.
3. The name of the Respondent and the position or contract for which the submission is being made must be printed on the outside of the package containing Respondent's submission. The Board will, in its sole discretion, determine whether to qualify more than one Respondent for the Services.
4. Respondents are reminded that the forms attached to this RFP must be completed and submitted with their Proposals Statements. See also, Exhibit A for a list of documents that must be submitted, and that successful Respondents must present to the Board prior to the Board's executing a contract for services with the Respondent.
5. Respondents shall submit electronically and provide an Original of its Proposal Statements.

## SECTION 5

### SELECTION PROCESS

#### 5.1 Responsiveness

All Proposal Statements will be reviewed to determine responsiveness. The Board reserves the right, in its discretion, to reject non-responsive Proposal Statements without evaluation. Proposal Statements that fail to meet the Minimum Proposals set forth herein will be immediately rejected and not evaluated by the Board.

#### 5.2 Evaluation of Proposal Statements

The Board's objective in soliciting Proposal Statements is to enable it to select a firm, individual, or organization that will provide high quality and cost effective services to the taxpayers of the Board. The Board will consider Proposal Statements only from firms, individuals, or organizations that, in the Board's judgment, have demonstrated the capability and willingness to provide high quality services to the taxpayers of the Board in the manner described in this RFP. An evaluation committee, with a minimum of three members, will evaluate responsive proposals utilizing the following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance:

- Responsiveness to RFP
- Knowledge and experience to provide the requested services
- References
- Resources
- Cost Proposal
- Other factors determined to be in the best interest of the school district.

#### 5.3 Optional Interview

The Board reserves the right, in its sole discretion, to require interviews or oral presentations from the most qualified firms that submitted Proposals Statements in response to this RFP, prior to making a final determination.

#### 5.4 Notification

The Board shall notify, in writing, any consultant selected to provide these services, following approval by the Board at a public meeting. Any consultant selected pursuant to this procurement process will be required to execute a retainer letter and a contract related to its representation of the Board of Education.

#### 5.5 Reserved Rights

The Board reserves the right to reject any and all proposals received in response to this RFP when determined to be in the district's best interest, and to waive minor noncompliance contained in a Proposal Statement. The Board further reserves the right to make such investigations deemed necessary as to the

Proposals of any and all firms submitting proposals in response to this RFP. In the event that all proposals are rejected, the Board reserves the right to re-solicit Proposals at a later date.

**Exhibit A**

**CHECKLIST FOR ITEMS TO BE SUBMITTED WITH PROPOSALS STATEMENT**

		<b>Check if Provided</b>
Exhibit B	Letter of Intent	
Exhibit C	Affidavit of Compliance with AA/EEO	
Exhibit D	Disclosure Statement	
Exhibit E	Non-Collusion Affidavit	
Exhibits F and G	Affidavit to Conform Compliance with Political Contribution Requirements of State Law and the Policy of the Nutley School District	
Exhibit H	Americans with Disabilities Act of 1990	

**Exhibit B**

**LETTER OF INTENT**

**(To be prepared on Respondent's Letterhead. No modifications may be made to this letter)**

Date:

**Karen Yeamans, Business Administrator  
Nutley Board of Education  
315 Franklin Avenue  
Nutley, NJ 07110**

Dear Ms. Yeamans:

The undersigned, as Respondent, has (have) submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the Board of Education for the Township of Nutley, dated \_\_\_\_\_, in connection with the Board's need for consultant services. The undersigned hereby states:

1. The Proposal Statement contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal Statement is submitted in good faith. I/we understand that any false statement may result in my/our disProposal.
2. Respondent agrees to participate in good faith in the procurement process described in the RFP and to adhere to the Board's procurement schedule.
3. Respondent acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal Statement, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent
4. Respondent hereby declares that the only persons anticipated by respondent to perform the professional services for which this Proposal Statement is submitted are named herein and that no person other than those herein named participated in this Proposal Statement or will participate in any contract to be entered into between Respondent and the Board. Respondent declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Respondent acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Respondent acknowledges that if it becomes the Successful Respondent and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

\*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Proposal must be signed by an individual with the authority to bind the organization.

## **Exhibit C**

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

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Throughout the performance of the Services required under this Agreement, Respondent agrees as follows:

- a) The Respondent, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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. Respondent 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 non-discrimination clause;
- b) Respondent, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c) Respondent, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d) Respondent, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- e) Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed in N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- f) Respondent agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- g) Respondent 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;
- h) Respondent 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and

i) Respondent and any subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation.

STATE OF NEW JERSEY     )  
COUNTY OF                )   SS  
                                  )

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of a \_\_\_\_\_ Respondent making a proposal for \_\_\_\_\_.
2. \_\_\_\_\_ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the Affirmative Action Requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. \_\_\_\_\_ has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975, c. 127 and the rules and regulations issued pursuant thereto, that no moneys will be paid by the Board until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated.
6. If, during the course of the contract, there is an increase in the number of employees to more than 50, the undersigned shall notify the Affirmative Action Officer of the Board so that the proper Affirmative Action Employee Information Report (Form AA302) can be completed.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey

**Exhibit D DISCLOSURE  
STATEMENT**

**Name of Business:** \_\_\_\_\_

**Principal Place of Business:** \_\_\_\_\_

**PARTNERSHIP**       **CORPORATION**       **SOLE PROPRIETORSHIP**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. If one or more of the below is itself a corporation or partnership, I have annexed the names and addresses of anyone owning a 10% or greater interest therein.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.

STOCKHOLDERS:

NAME	STREET ADDRESS	CITY AND STATE	% OF STOCK OR PARTNERSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I further certify that no officer or employee of the Board has any interest, direct or indirect, in this corporation or partnership or in this contract.

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

SWORN AND SUBSCRIBED TO  
BEFORE ME THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title of Person Signing

**Exhibit E**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ in the State of New Jersey, of full age, being duly sworn according to law on my oath, depose and state the following:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, and I executed the enclosed Proposal Statement with full authority to do so; that I or anyone at my firm 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 Board of Education, its officers, directors, elected officials, and/or employees; and, all statements contained in the Proposal Statement and in this affidavit are true and correct; and, the statements made in this non-collusion affidavit are made with full knowledge that the Nutley Board of Education relies upon the truth of the statements contained in the firm's Proposal Statement and the statements made in this affidavit in awarding the Contract.

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 Vendor)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

SWORN AND SUBSCRIBED TO  
BEFORE ME THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**Exhibit F**

**Political Contribution Disclosure Form**  
**State Law**

Nutley Board of Education  
315 Franklin Avenue  
Nutley, New Jersey 07110

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ has made the following **reportable** political contributions to an elected official, political candidate or any political committee as defined in N.J.S.A. 19:44A-20.26 during the twelve months preceding the award of this contract (if applicable, please check box and attach additional pages, if needed):

<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Recipient of Contribution</b>	<b>Name of Contributor</b>

The undersigned does hereby certify that \_\_\_\_\_ has not made any reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44A-20.26 (if applicable, please check box).

**Certification**

I hereby certify that the information provided above is in full compliance with P.L. 2005, c. 271.

Name and Title of Authorized Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

**Political Contribution Disclosure Statement**  
**Nutley School District Policy**

Nutley Board of Education  
315 Franklin Avenue  
Nutley, New Jersey 07110

The undersigned hereby certifies that \_\_\_\_\_ has not made contributions to any member of the Nutley Board of Education in the preceding year that would be in violation of any policy of the Nutley School District. The undersigned further certifies that during the term of the contract, \_\_\_\_\_ will not make any contributions to any member of the Nutley Board of Education or any candidate for the Board of Education.

**Certification**

Name and Title of Authorized Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF  
1990  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH  
DIABILITY**

The RESPONDENT and the TOWNSHIP OF NUTLEY BOARD OF EDUCATION (herein referred to as the BOARD) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOARD pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the BOARD in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT shall indemnify, protect, and save harmless the BOARD, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The RESPONDENT shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the BOARD'S grievance procedure, the RESPONDENT agrees to abide by any decision of the BOARD, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the BOARD or if the BOARD incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the RESPONDENT shall satisfy an discharge the same at its own expense.

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

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

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

**Certification**

Name and Title of Authorized Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_