

**REQUEST FOR QUOTATIONS
FOR
A NEW JERSEY DEPARTMENT OF EDUCATION
CONSULTANT
TO UPDATE ENGLISH LANGUAGE LEARNER
STUDENT SCAFFOLDED LEARNING OBJECTIVES**

**Issued by
The State of New Jersey
Department of Education**

Date issued: September 15, 2016

Questions due by: Tuesday, September 20, 2016 at 2:00 p.m. Eastern Time

Responses due by: Tuesday, October 11, 2016 at 2:00 p.m. Eastern Time

**State of New Jersey- Department of Education
Division of Executive Services
100 Riverview Plaza, P.O. Box 500
Trenton, NJ 08625**

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1.0 PURPOSE AND INTENT

This Request for Quotations (RFQ) is issued by The State of New Jersey, New Jersey Department of Education (“NJDOE” or “the Department”), to solicit Quotations for a qualified Consultant to update English Language Learner (ELL) Student Scaffolded Learning Objectives.

The NJDOE has developed resources for English Language Learners (ELLs) with the goal of supporting instruction for ELLs by creating pathways for ELLs to access the same content as general education students. This pathway would provide content teachers with practical ways of presenting challenging content to ELLs at different levels of English language capacity in a comprehensible, linguistically-simplified manner while keeping the student learning objective complexity consistent with the level of complexity asked of native English speaking grade-level peers.

For additional information about the New Jersey model curriculum, please review

<http://www.state.nj.us/education/modelcurriculum>.

For additional information about the revised New Jersey Student Learning Standards, please

review: <http://www.state.nj.us/education/cccs/2016/ela/crosswalk.pdf>; and

<http://www.state.nj.us/education/cccs/2016/math/crosswalk.pdf>.

For additional information about the previously established ELA scaffold, please review

<http://www.state.nj.us/education/modelcurriculum/ela/ELLOverview.pdf>.

The intent of this RFQ is to award a contract to that responsible Bidder, whose Quotation, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Bidder will subsequently be eligible for engagement under this contract in accordance with the engagement process described in Section 3.0.

However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest. The State does not guarantee the amount of work given to any Consultant retained under this procurement.

The State of New Jersey Standard Terms & Conditions (please refer to Attachment #1) and the New Jersey Department of Education Consultant Agreement (please refer to Attachment #2) will apply to this RFQ. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.1 BACKGROUND

In 2015, the New Jersey Department of Education developed a model curriculum to assist school districts with implementation of the Common Core Standards. In order for ELLs to access the model curriculum, scaffolds were developed to assist districts and schools that have a population of English learners with implementation and alignment of the Common Core State Standards and New Jersey Core Curriculum Content Standards with the WIDA English Language Development standards. Each unit contains targeted student learning objectives (SLOs) that elucidate what students need to know and be able to do within the unit. For ELL, what they are able to do varies with their level of English language proficiency level. The supportive framework delineates what ELLs “can do” with each SLO at their developmental linguistic level and what supports are appropriate so that ELLs can achieve the stated objective.

Most recently, in 2016, the New Jersey standards were revised as the New Jersey Student Learning Standards and, therefore, the ELL Scaffolded Learning Objectives must be aligned with this.

1.2 SUBMISSION OF QUOTATION APPLICATION

In order to be considered to be an approved Consultant, the Quotation must be marked NJDOE Consultant-ELL SLO and received by the NJDOE at the appropriate location by the required time. The Date and Time are indicated on the cover page of the RFQ. Any Quotation not received on time via e-mail, as indicated below, will be rejected. Submit via e-mail to: purchasing@doe.state.nj.us with the subject line: Attention NJDOE Consultant-ELL SLO.

All Respondents must limit their Quotations to ten (10) single-sided pages or less, at no smaller than 12-point font. Do not consider Exhibits and/or Attachments in the page count.

Subsequent to Quotation submission, all information submitted by Respondents in response to the Quotation solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

1.3 QUESTION AND ANSWER

The NJDOE will accept questions electronically, pertaining to this RFQ, until 2:00 p.m. on Tuesday, September 20, 2016, from all potential Bidders. Questions shall be directed via e-mail to: purchasing@doe.state.nj.us with the subject line: Attention NJDOE Consultant-ELL SLO_Purchasing Unit.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ;
- B. Each question should begin by referencing the RFQ page number and section number to which it relates;
- C. Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions may result in rejection of a Bidder's Quotation;
- D. The State will not be responsible for any expenses in the preparation and/ or presentation of the Quotations, oral interviews, or for the disclosure of any information or material received in connection with this RFQ; and
- E. The State reserves the right to reject any and all Quotations received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a Quotation. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Respondents submitting Quotations in response to this RFQ. In the event that all Quotations are rejected, the State reserves the right to re-solicit Quotations.

1.4 NJSTART

Bidders interested in doing business with the State must register in NJSTART, New Jersey's eProcurement system. Registration is easy and takes only a few minutes. Visit www.njstart.gov

and click on “Register” to start the process. Respondents to this RFQ are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of NJSTART terms, and helpdesk contact information. The NJSTART Vendor Support Page is located at:

<http://www.nj.gov/treasury/purchase/njstart/vendor.shtml>.

Note: A valid New Jersey Business Registration must be submitted. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

1.5 ADDENDA/MODIFICATION: REVISIONS TO THIS RFQ

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Addendum/Modification. Any Addendum/Modification to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

2.0. GENERAL DEFINITIONS

Addendum/Modification – Written clarification or revision to this RFQ issued by the New Jersey Department of Education (NJDOE).

All-Inclusive Rate – The rate comprised of all direct and indirect costs including but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. The rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Bidder – An individual or business entity submitting a Quotation/Proposal in response to this RFQ.

Contract – This RFQ, any addendum to this RFQ, and the Bidder's Quotation/Proposal submitted in response to this RFQ, as accepted by the State.

Contractor – The Bidder awarded a contract resulting from this RFQ.

Director – By statutory authority, the Chief Financial Officer is the chief fiscal contracting officer for the Department of Education.

Division – The Division of Executive Services.

Evaluation Committee – A Committee established by the Director assigned to review and evaluate Quotations/Proposals submitted in response to this RFQ and to recommend a contract award to the Director.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFQ.

Request for Quotation (RFQ) aka Request for Proposal (RFP) – The document which establishes the response and contract requirements and solicits Quotations/Proposals to meet the purchase needs of the State as identified herein.

Respondent – An individual or business entity submitting a Quotation/Proposal in response to this RFQ.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Quotation/Proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – State employee responsible for the approval of all deliverables and the main point of contact for the Contractor.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

2.1 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

CCS – Common Core Standards

Consultant – Refer to General Definitions, Contractor.

ELL – English Language Learner

ELP – English Language Proficiency

Local Education Agency (LEA) – A school district; an entity which operates local public primary and secondary schools in the United States.

New Jersey Department of Education (“NJDOE” or “the Department”) – The State agency that administers State and federal aid programs affecting more than 1.4 million public and non-public elementary and secondary school children in the state of New Jersey.

SLO – Student Learning Objective

Program – The undertaking or services that are the subject of this RFQ.

Vendor – Refer to General Definitions, Contractor.

WIDA – World Class Instructional Design and Assessment

3.0 SCOPE OF WORK

The Consultant shall update the ELL Student Scaffolded Learning Objectives to reflect the revised New Jersey Student Learning Standards for English Language Arts and Math for grades K-12. This work can be performed off-site, electronically, and submitted to the New Jersey Department of Education for review. It is expected for the project to be completed by October 31, 2016.

In order for the person who performs the work to demonstrate that he/she is qualified, he/she must have extensive familiarity with the ELL Scaffolded Objectives.

3.1 ENGAGEMENT PROCESS

- A. The Scope of Work for appears below in RFQ Sections 3.2 and 3.3. A request for an engagement commences with a written request from the assigned NJDOE representative for this project, also known as the State Contract Manager and/or his/her designee. The Consultant shall respond as follows:
 - 1. Within ten (10) business days of the initial contact, provide a written plan to the State Contract Manager for completing the work detailed in RFQ Sections 3.2 and 3.3.
- B. Prior to finalizing any engagement under this contract, the Director will determine whether the intended Consultant has any conflict with regard to the specified Services.

3.2 TASKS

The Scope of this project is organized into the following tasks/components:

- A. The Consultant will receive the current documents electronically, and must return the completed documents in Microsoft Word format, marking the document where changes were made. The Consultant must update each Student Learning Objective (SLO) by WIDA English Language Proficiency Level. Additional information is located at: <http://www.state.nj.us/education/modelcurriculum/>; and
- B. The Consultant must align each scaffold to the New Jersey Student Learning Standards and WIDA standard. The scaffolds are available at the following link: www.state.nj.us/education/modelcurriculum/.

3.4 DELIVERABLES

- A. The Consultant shall provide a scaffolded curriculum for ELA and Mathematics to reflect the updated New Jersey Student Learning Standards. Please refer to the following items for this purpose:
 1. <http://www.state.nj.us/education/cccs/2016/ela/crosswalk.pdf>; and
 2. <http://www.state.nj.us/education/cccs/2016/math/crosswalk.pdf>.
- B. Once the update is completed, the Consultant shall present the work for items 3.4.A.1. and 3.4.A.2. in Microsoft Word format to the State Contract Manager and/or his/her designee for review and approval. The State Contract Manager may provide comments that will require the Consultant to revise the work and resubmit one or multiple times to the State Contract Manager until approved. Invoices for items 3.4.A.1. and/or 3.4.A.2. shall not be submitted for reimbursement until the work is deemed acceptable by the State Contract Manager.

3.5 CONFIDENTIALITY

All data that is supplied by the State is confidential. The Consultant shall be prohibited from releasing any information obtained from the NJDOE that is deemed confidential. Any non-Contractual use, sale or offering of information or data in any form by the Consultant, or any individual or entity in the Consultant's charge of employ, will be considered a violation of this Contract and may result in Contract termination and the Consultant's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

3.6 REIMBURSEMENT SCHEDULE

- A. The Consultant must submit invoice forms to the State Contract Manager, and/or his/her designee, with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the task or subtask detailed in the Scope of Work section of the RFQ and must be in strict accordance with the all-inclusive firm, fixed prices submitted for each task or subtask on the RFQ Price Schedule submitted with the Consultant's Quotation/Proposal;
- B. When applicable, invoices should reference the appropriate RFQ Price Schedule Line Number, from the Consultant's Quotation/Proposal;
- C. All invoices must be approved by the State Contract Manager before payment will be authorized; and
- D. Payments to the Consultant shall be disbursed following approval by the State Contract Manager of the specified deliverables.

4.0 QUOTATIONS/PROPOSALS CONTENT

Note: Quotations/Proposals in response to this RFQ must respond to each of the following requirements in the order indicated:

- A. The Quotation/Proposal should include:
 - a. Bidder's Forms, as specified in RFQ Section 1.4 NJSTART;
 - b. Technical Quotation/Proposal, in response to RFQ Section 3.0 and its subsections. The bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 and its subsections. The technical proposal should demonstrate that the bidder's plans and proposed approach are appropriate to the tasks and subtasks involved, are realistic and attainable, and that the bidder's proposal will lead to successful contract completion.

This section of the bidder's submission should be limited to ten (10) pages, excluding Exhibits and/or Attachments, and typed in no smaller than a twelve (12) point font;
 - c. The bidder's written Proposal must provide a detailed description of the work to be performed by task and subtask. The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the NJDOE representative assigned to this contract. The Proposal should also contain details on the level of effort, including hours, labor categories (if applicable to the level of effort), etc., necessary to complete the work;
 - d. Organizational Support and Experience, which includes information relating to the Bidder's qualifications and capabilities to perform the services required by this RFQ, including, but not limited to, resumes, prior experience, and references, together with contact names and telephone numbers; and
 - e. Price Schedule, as specified in RFQ Section 7.0.

B. The Quotation/Proposal should be submitted as follows:

- a. One (1) complete, electronic Quotation/Proposal, clearly marked as the Quotation/Proposal responding to this RFQ, and keeping the Price Schedule bounded separately from the Technical Proposal.

5.0 SELECTION PROCESS

5.1 EVALUATION CRITERIA

Quotations/Proposals will be evaluated by an Evaluation Committee composed of members of the NJDOE. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate Quotations/Proposals received in response to this RFQ.

After a determination is made that all of the minimum requirements in Section 4.0 of the RFQ are met, Quotations/Proposals will be evaluated by an Evaluation Committee on the quality of the response and overall experience, including, but not limited to the criteria in RFQ 5.1.1 Bidder's Price Schedule, RFQ 5.1.2 Evaluation of the Proposals, and RFQ 5.1.3 Oral Presentation and/or Clarification of Proposal:

5.1.1 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked from lowest to highest, according to the total bid price located on the Price Schedule accompanying this RFQ. In accordance with RFQ Section 1.0, one contract will be awarded based on price and other factors.

5.1.2 EVALUATION OF THE QUOTATIONS/PROPOSALS

The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in RFQ Section 6.6, the Director reserves the right to negotiate price and/or scope of work reductions with the selected bidder.

Non-responsive Quotations/Proposals will be rejected without evaluation. The State reserves the right to waive minor irregularities.

5.1.3 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATIONS/PROPOSALS

The State may require oral interviews, and reserves the right to do so, in person or by telephone. Quotations/Proposals should be complete on their face. The State reserves the right to request clarifying information subsequent to submission of the Quotation/Proposal.

6.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

6.1 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period up to one (1) year.

The contract may be extended once for an additional period of up to one (1) year, by mutual written consent of the Consultant and the Director at the same terms, conditions, and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

6.2 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Consultant and the Director.

6.3 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State and shall be delivered to the State upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered “work for hire”, i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, the contractor or subcontractor hereby assigns to the State all right, title, and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations, and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Proposal, otherwise the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property (Background IP) in its Proposal, the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

6.4 SECURITY AND CONFIDENTIALITY

6.4.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft, or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer, and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employee's start date.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State from losses resulting from contractor employee theft, fraud, or dishonesty).

6.5 RETAINAGE

The Director reserves the right to retain five percent (5%) of each invoice submitted. Following certification by the State Contract Manager that all services have been satisfactorily performed; the retainage shall be released to the Consultant.

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating Quotations/Proposals, the Director may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost.

Similarly, the Director may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original Quotations/Proposals will be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

6.7 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor shall submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

6.8 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

6.9 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written Proposal to perform the additional work to the State Contract Manager. The Proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its Proposal.

The contractor's written Proposal must provide a detailed description of the work to be performed by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor's original Proposal submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written Proposal, the State Contract Manager shall forward it to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

7.0 PRICE SCHEDULE

Instruction: Bidders for the Consultant-ELL SLO RFQ shall use this Price Schedule to provide an All-Inclusive Firm Fixed Rate for all price lines. Bidders must submit a price for each item. The Bidder's Price Schedule must be submitted as specified in RFQ Section 4.0 (Proposal Content).

| Price Line No. | Description | Unit | Unit Price |
|----------------------------------|--|------|------------|
| 01 RFQ Section 3.4.A.1 | Update and deliver Scaffolded Model Curriculum – English Language Arts | Task | |
| 02 RFQ Section 3.4.A.2 | Update and deliver Scaffolded Model Curriculum - Math | Task | |
| TOTAL BID PRICE | Total, Price Lines 01-02 | | |

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY- It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION- All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT- The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT- The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE- Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE: LAWS- The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE: STATE LAWS- It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE: CODES- The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITIES- COPYRIGHT- The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION- The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE- The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. Broad Form Comprehensive General Liability
 2. Products / Completed Operations
 3. Premises / Operations

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:
 - \$100,000 Bodily Injury, Each Occurrence
 - \$100,000 Disease Each Employee
 - \$500,000 Disease aggregate Limit

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT- The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER- The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

3.3 DELIVERY GUARANTEES- Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES -The State reserves the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS- The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT- All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS- Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State' Using Agency or designated purchaser.

State of New Jersey
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F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D TERMS – C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

5. CASH DEPOSITS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52-13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY

SIGNATURE

NAME

TITLE

DATE

| |
|-------------------------|
| Agreement Number |
| C.----- |

ATTACHMENT 2

NEW JERSEY DEPARTMENT OF EDUCATION

CONSULTANT AGREEMENT

Agreement made the ___day of ___ between the New Jersey Department of Education (DOE) and _____ Consultant).

THE DEPARTMENT OF EDUCATION AND (CONSULTANT) desire to enter into an agreement whereby the CONSULTANT will perform certain professional services as an independent contractor.

In consideration of the mutual promises in this agreement, the CONSULTANT agrees to perform the professional services set forth in paragraph 1 with the standard of professional care and skill customarily provided in the performance of such services. In return, Department of Education agrees to pay the CONSULTANT such amounts as are specified upon the following conditions:

1. You are hereby retained by the New Jersey Department of Education as a CONSULTANT and shall perform the following services:

Total fee to be paid by DOE to the CONSULTANT for the services and travel in paragraph 1 shall not exceed \$_____ and shall be paid for work actually performed or completed over the life of this agreement as follows:

Department of Education shall not be liable for any other costs or expenses in connection with CONSULTANT's work not detailed in paragraph 1. Any additional services beyond those set forth in paragraph 1 above shall be performed by the CONSULTANT only after an agreement in writing between CONSULTANT and Department of Education is executed:

2. Payment shall be made by the New Jersey State Department of Education (DOE) in accordance with the prompt payment act N.J.S.A. 52:32-32 et seq.
3. CONSULTANT is an independent contractor and shall not be considered an employee or agent of the Department of Education or the State of New Jersey. CONSULTANT acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue on the fee paid as a result of services rendered by the Department of Education.
4. CONSULTANT agrees to hold the Department of Education, State of New Jersey and their officers and employees harmless, and to defend and indemnify them against all

claims, actions, liability, damage, loss and expenses by reason of injury, illness or death to any person or damaged property arising or alleged to have arisen out of CONSULTANT's actions or inactions in connection with this agreement.

5. The Department of Education reserves the right to suspend indefinitely or to terminate this contract and the services to be rendered by CONSULTANT without cause at any time. In the event of such suspension or termination prior to completion of work set forth in paragraph 1 above, CONSULTANT shall not be liable for any other item or amount. Any such termination or suspension shall not affect the Department of Education or CONSULTANT's other obligations under the terms of this Agreement.
6. CONSULTANT, during the period of this Agreement, shall not, without prior written consent of the Department of Education, enter into any arrangement, contract, or employment or engage in any other activity that will conflict or negatively impact performance with the task undertaken pursuant to this Agreement.
7. CONSULTANT, shall not assign or subcontract any of the work or services covered by this Agreement nor shall any interest in the Agreement be assigned or transferred without prior written approval by the Department of Education.
8. CONSULTANT recognizes that all records, information and materials that are received by CONSULTANT, or copies made by CONSULTANT of these records, information and materials are and shall remain the property of Department of Education and shall be returned at the termination of this Agreement or at the specific request of Department of Education.
9. CONSULTANT agrees to keep all such records, information and materials confidential. If CONSULTANT receives any pupil records while fulfilling its obligations pursuant this agreement, CONSULTANT agrees to maintain their confidentiality pursuant to the dictates of Federal and State law including, but not limited to, 20 U.S.C. 1232G; N.J.S.A. 18a:36-19; N.J.A.C. 6:3-6.1 et seq.
10. CONSULTANT shall disclose promptly to the Department all inventions, discoveries, formulas, processes computer programs, algorithms, design trade secrets, workshop authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter "TECHNOLOGY") made, discovered or developed by CONSULTANT either alone or in conjunction with any other person or entity associated with Department of Education during the term of this Agreement. CONSULTANT agrees that a TECHNOLOGY made, discovered, developed, authored, prepared or conceived by CONSULTANT in connection with the furtherance of this Agreement, whether alone or in combination with another, whether or not on Department of Education's premises, shall belong exclusively to Department of Education. CONSULTANT waives all rights whatsoever in the TECHNOLOGY including the right to prepare derivative works. CONSULTANT acknowledges work of authorship shall be deemed work made for hire.
11. To the extent permitted by external funding agreements CONSULTANT agrees to and hereby does assign all rights, title and interest in and to any TECHNOLOGY made, discovered, developed, authorized, prepared or conceived by CONSULTANT in connection with the furthermore of the agreement to the Department of Education. The

Department of Education shall have all rights and property interests arising from or in connection with the TECHNOLOGY. CONSULTANT agrees to cooperate with and provide all reasonable assistance to the Department of Education, its designees, assignees or licensees in connection with the foregoing.

12. CONSULTANT has no actual authority, nor shall the CONSULTANT give the impression of having apparent authority, to bind or represent Department of Education with regard to any third parties.
13. ANTI-DISCRIMINATION – CONSULTANT agrees not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.
14. AMERICAN with DISABILITIES ACT – the CONSULTANT must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
15. PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made a part of this agreement. CONSULTANT’s signature on this agreement is CONSULTANT’s guarantee that none of those persons who will perform the work under this agreement have been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.
16. INSURANCE – The CONSULTANT shall secure and maintain in force for the term of the contract liability insurance as follows:
 - a. General liability policy as broad as the standard coverage forms currently in use in the state of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
 - b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
 - c. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT.

17. MAINTENANCE OF RECORDS – The CONSULTANT shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the Department upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.
18. NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice. Case discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.
19. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibitions on vendor activities shall apply to all contracts of purchase agreements made with the State of New Jersey, pursuant to executive Order No. 189 (1988).
 - a. No vendor shall pay, offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee as defined by N.J.S.A. 52:13D-13b, and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
 - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such vendor to, any State officer or employee, or special State officer or employee, having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 20a. through 20e. shall not be construed to prohibit a State office or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 20c.

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

The consultant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their 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. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of the nondiscrimination clause.

22. NOTICE OF ALL STATE VENDORS OR SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer partnership or S corporation under contract to provide goods or services or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the

