

POINT PLEASANT BOARD OF EDUCATION  
POINT PLEASANT, NEW JERSEY

# ***REQUEST FOR PROPOSAL (RFP)***

**Naming Rights For Point Pleasant Borough High  
School Sports Stadium at Al Saner Field**

**RFP18-05A**

**Steven W. Corso, CPA**  
School Business Administrator/Board Secretary

Submission Date:

Friday, January 12<sup>th</sup>, 2018  
3:00 p.m.

## **ETHICS IN PURCHASING**

### ***Statement to Vendors***

#### **School District Responsibility**

##### **Recommendation of Purchases**

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

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

##### **Solicitation/Receipt of Gifts – Prohibited**

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

#### **Vendor Responsibility**

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

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

##### **Vendor Influence -- Prohibited**

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

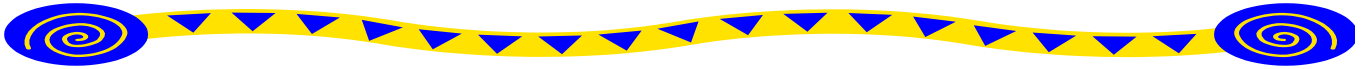
#### **Vendor Certification**

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

**Steven W. Corso, CPA**

School Business Administrator/Board Secretary

POINT PLEASANT BOARD OF EDUCATION



REQUEST FOR PROPOSAL

# GENERAL SPECIFICATIONS



**Steven W. Corso, CPA**  
School Business Administrator/Board Secretary

# POINT PLEASANT BOARD OF EDUCATION

## Request for Proposal (RFP) NAMING RIGHTS TO POINT PLEASANT BOROUGH STADIUM FIELD

### Instructions for Respondents

**1. PROPOSALS ARE**

**TO BE SUBMITTED TO:**

Steven W. Corso, CPA  
School Business Administrator/Board Secretary  
POINT PLEASANT Board of Education  
2100 Panther Path  
POINT PLEASANT, New Jersey 08742

BY: **3:00 p.m.** PREVAILING TIME

ON: **Friday, January 12, 2018**

by mail, delivery service or in person. Proposals that are submitted are to be sealed.

- 2.** Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District:	<u>POINT PLEASANT Board of Education</u>
Proposal No.:	<u>RFP18-05A</u>
Project:	<u>Naming Rights</u>
Date:	<u>Friday, January 12, 2018</u>
Time:	<u>3:00 p.m.</u>
Respondent:	<u>Name of Company</u>
	<u>Address</u>
	<u>City, State Zip</u>

**Failure to properly label the proposal envelope may lead to the rejection of the proposal!**

The Board of Education does not accept electronic (e-mail) submission of bids or proposals.

### **3. PURPOSE**

In accordance with N.J.S.A.19:44A-20.4 et seq., the Point Pleasant Borough Board of Education is requesting proposals (RFP) for exclusive Naming Rights to the Point Pleasant Borough High School Sports Stadium at Al Saner Field. It is the intention of the Point Pleasant Borough Board of Education to appoint a Company to be given exclusive Naming Rights for the Sports Stadium **for the period of March 1, 2018 – February 28, 2023.**

### **4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING CONTRACTED SERVICE**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board’s Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

### **5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

## **6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

## **7. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders or companies providing responses for requested proposals, shall submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Point Pleasant Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

**Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid or proposal.**

### **Goods, Services and Construction Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

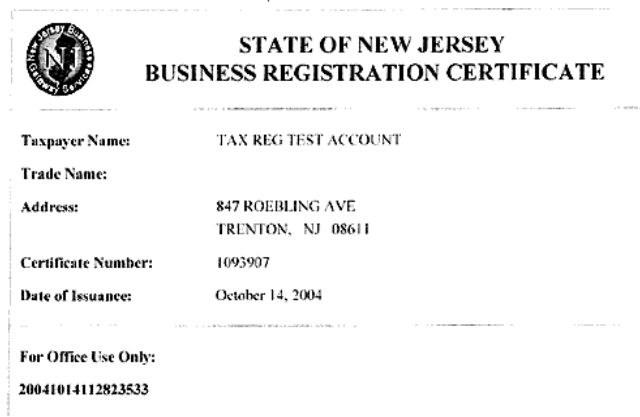
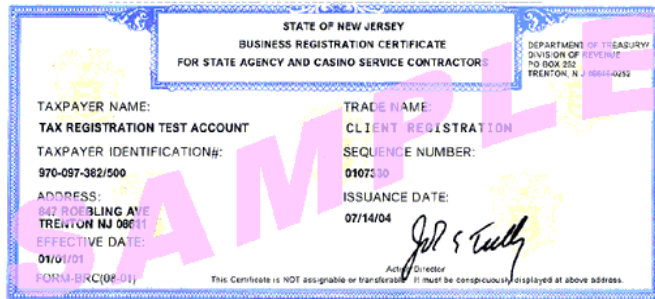
A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. [1966, c.30](#) (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

**SAMPLES OF  
NEW JERSEY  
BUSINESS  
REGISTRATION  
CERTIFICATES →**



**All respondents are urged to submit with their response, a copy of their firm’s New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.**

**8. CERTIFICATE (CONSENT) OF SURETY     REQUIRED     NOT REQUIRED**

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

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

**9. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER**

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

**A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

**B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**10. COORDINATION OF ACTIVITIES**

The following people will coordinate the activities for this proposal

**A. Request for Proposal Process**

Name of Official: Steven W. Corso, CPA

Position Title: School Business Administrator/Board Secretary

**11. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

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

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the proposal, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov



## **12. DOCUMENTS, MISSING/ILLEGIBLE**

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

## **13. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

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

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

- Letter of Proposal Appendix A
- Acknowledgement of Addenda
- Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration

**\*Please check your RFP package for these forms!**

## **14. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

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

## **15. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)**

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

## 16. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee       REQUIRED    X NOT REQUIRED

**Each proposal when required shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars).** This guarantee shall be made payable to the POINT PLEASANT Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

***Failure to submit or failure to sign the financial guarantee shall be cause for disqualification and rejection of proposal.***

## 17. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## 18. GENERAL CONDITIONS

- Authorization to Proceed -- Successful Vendor/Contractor  
No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.
- Award of Contract  
It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will

provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

- Return of Contract Documents—when required

Upon notification of award of contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.

- Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement.

When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with any financial security becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- Renewal of Contract;

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education.

The Board of Education is the final authority in awarding renewals of contracts.

Term of Contract

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

**19. INSURANCE AND INDEMNIFICATION**     Required     Not Required

Before commencing the contract work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this contract. This insurance will provide a defense and indemnify the Point Pleasant Board of Education (PPBOE) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this contract. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the

claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or PPBOE, unless caused by the sole negligence of PPBOE. Proof of this insurance shall be provided to PPBOE before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by PPBOE of the Contractor's insurance obligations set forth herein. If the Contractor subcontracts any of the work, these Insurance Requirements will also apply to any Subcontractor.

**Minimum Limits of Liability**

The Contractor shall obtain the required insurance with the carrier rated A-VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000 General Aggregate

Contractual liability shall respond to indemnification clause in this contract shall be included in the policy.

***Workers' Compensation and Employers' Liability Insurance***

Coverage A – Statutory

Coverage B – Employers Liability

\$100,000 Each Accident

\$500,000 Each Employee for Injury by Disease

\$100,000 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate shall indicate that the proprietor/partners/members are included.

**21(a) INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED**

Required     Not Required

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

\$1,000,000 per Claim/Incident

\$3,000,000 Aggregate

If the policy is written on a "Claims Made" basis, the Contractor shall confirm that no claims have been made against the policy from the policy effective date to the effective date of this contract. If the policy has a retroactive date, the date shall be prior to the effective date of this contract. The General Liability and the Professional Liability may be combined into one policy with limits of \$1,000,000 per claim/incident/occurrence and a \$3,000,000 Aggregate.

**21(b) ADDITIONAL INSURANCE STATUS**

PPBOE, along with its respective Board members, offices, agents and employees, shall be named as Additional Insured on the Contractor's Commercial General Liability and Worker's Compensation policies.

**21(c) CANCELLATION, RENEWAL AND MODIFICATION**

The Contractor shall maintain in effect all insurance coverages required under this contract at the Contractor's sole expense. In the event the Contractor fails to obtain or maintain any insurance coverage required under this contract, PPBOE may, at its sole discretion, purchase such coverage as desired for PPBOE's benefit and charge the expense to the Contractor, or, in the alternative, terminate this contract. In the event any coverage is cancelled or non-renewed, the insurance company shall provide thirty (30) days advance notice of cancellation or non-renewal.

**20. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4**

The Point Pleasant Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website:

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

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

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

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

**Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.**

**21. LIABILITY – COPYRIGHT**

The contractor (vendor) shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

**22. NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion,

discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Point Pleasant Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

**Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

### **23. PRESENTATION AND INTERVIEWS**

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **The Board reserves the right to obtain request from all proposers their final and last best offer.**

### **24. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

### **25. RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368  
[rtk@doh.state.nj.us](mailto:rtk@doh.state.nj.us)

### **26. STOCKHOLDERS' DISCLOSURE**

No corporation, partnership or limited liability company, shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district,

or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership, or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. **N.J.S.A. 52:25-24.2—as amended P.L. 2016 c.43**

The Point Pleasant Board of Education has provided within the specifications, a two (2) page form entitled: **STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

All bidders/respondents are to completed, sign and submit both pages for the form.

**Failure to complete, sign and submit the Stockholders' Disclosure Form with the bid/proposal, shall be cause for the disqualification of the bid/proposal.**

## **27. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

## **28. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

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

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

## **29. WITHDRAWAL OF PROPOSALS**

### Before The Proposal Opening

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

### After The Proposal Opening

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

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

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, other interested administrators and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.



## NAMING RIGHTS AGREEMENT

The Point Pleasant Borough Board of Education ("Board"), a board of education duly constituted under the laws of the State of New Jersey, enters into this Agreement with \_\_\_\_\_ (the "Contractor"), as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, as follows:

1. The Contractor hereby enters into a \_\_\_\_\_ year contract (the "Contract" or "Agreement") with the Board for the provision of Naming Rights (the "Naming Rights") for the Stadium Complex at Al Saner Field, School Street, Point Pleasant, NJ ("Stadium"). The Board's Request for Proposals and all addenda thereto (collectively, "RFP") is attached hereto, incorporated by reference, and made a part of this Agreement.
2. The Term of the Contract shall commence on March 1, 2018 and end on February 28, 2023.
3. In exchange for the Naming Rights, the Contractor will pay the Board total Annual Naming Rights Fees of \_\_\_\_\_. The initial payment shall be \$ \_\_\_\_\_ to be paid upon execution of this Agreement, with an Annual Naming Rights Fee of \$ \_\_\_\_\_ being paid on or before the anniversary date of the ensuing year of the Contract Term.
4. The Contractor may place exterior overhead signage at the two main Stadium entrances, and above the scoreboard, in accordance with the RFP. The Contractor will design the signage subject to final approval by the Board. The Board expects that Contractor may incorporate its business, organization or individual name on the signage. All costs associated with the development, furnishing, placement and maintenance of the signage are to be borne by Contractor. The Board's sole obligation with respect to the signage shall be to furnish electric power at a suitable connection point.
5. In addition to signage, the Contractor may furnish scoreboards and/or scorer tables in accordance with the RFP.
6. The Board agrees to include Contractor's name as part of the name of the Stadium on all promotional items and printed information for events to take place in the Stadium. Contractor may provide an appropriate logo to be used with and incorporated into all marketing pieces and other collateral associated with the Naming Rights. Contractor's rights to exclusivity shall be subject to all provisions of the RFP with respect to the Board's existing sponsorship relationships and its right to engage additional sponsors for fundraising purposes.
7. In all matters pertaining to the Agreement, the Board designates its Business Administrator, and Contractor designates \_\_\_\_\_ to receive any inquiries arising from same.
8. Contractor shall comply with all rules governing the use of the Stadium premises, as well as any other applicable Federal, State, County, and City Laws or regulations including without limitation all laws and codes governing the design, installation, and operation of the signage.
9. Contractor shall protect, save harmless, indemnify, and defend, at its own expense, the Board, and its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement. also including, without limitation, claims by Contractor's employees or third parties, with the sole exception of those damages caused by the sole negligence or willful misconduct of the Board, its elected or appointed officials, officers, employees, or agents.
10. The failure of either party to this Agreement to exercise any rights or remedies under same for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

11. This Agreement is binding on all parties, their assigns, subcontractors, and legal representatives.
12. This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
13. This Agreement may be modified or amended only upon the written agreement of the parties, executed with the same formalities required for execution of this Agreement.
14. Upon review by the Board, if progress is deemed inadequate or requirements are not met, the Board may terminate the Agreement in whole or in part, whenever the Board determines, in its sole discretion that such termination is in the best interests of the Board. The Board may terminate the Agreement upon providing sixty (60) days written notice to Contractor and opportunity to cure; provided, however, that in the event of an imminent danger to Board property, staff, students or the public the Board may take such action as may be appropriate under the circumstances. The Contractor shall remove all signage within sixty (60) days of termination of this Agreement. The Respondent may also terminate the contract based on the above factors.
15. If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.
16. This contract shall be governed by the laws of the State of New Jersey.
17. Respondent has read and understands the whole of the Agreement and states that no representation, promise, or agreement not expressed in this contract has been made to induce Respondent to enter into it.

---

Name, Title of Contractor

Signature

Date

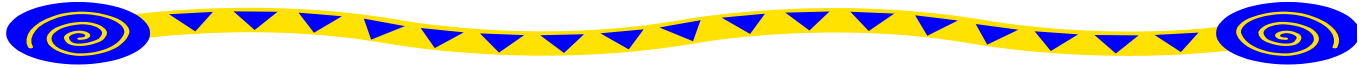
---

Name, Title of Board of Education

Signature

Date

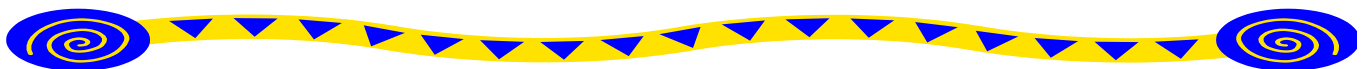
POINT PLEASANT BOARD OF EDUCATION



# Request for Proposal

**RFP18-05A**

## **TECHNICAL SPECIFICATIONS**



**Steven W. Corso, CPA**  
School Business Administrator/Board Secretary

**THIS SECTION SUPERSEDES ANY CONFLICTING OR DUPLICATIVE INFORMATION  
THAT MAY APPEAR ELSEWHERE IN THE RFP PACKAGE.**

**PURPOSE OF REQUEST FOR PROPOSAL**

1. The Board of Education of the Point Pleasant Borough Schools (“PPBS”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for naming rights for the Stadium Complex at Al Saner Field, Point Pleasant Borough High School (the “Stadium”). The Stadium is located off School Street in Point Pleasant Borough, New Jersey. The procurement process is being administered under the “competitive contracting” provisions of the New Jersey Public School Contracts Law, at N.J.S.A. 18A:18A-4.1 et seq.,
2. This RFP is for a standalone contract that will be independent of any sponsorship or naming rights contract that is currently in effect.
3. The Point Pleasant School District is comprised of two elementary schools, one middle school and one high school that together provide Pre-Kindergarten through Grade 12 educational services to approximately 3,000 students. The district is located in the heart of Point Pleasant Borough, where according to the most recent Census data, approximately 18,400 citizens reside. At \$89,779, the Point Pleasant Borough’s median household income is 125.3 percent of the New Jersey average. The median age is 43 and more than 40 percent of residents age 25 and higher have obtained a Bachelor’s Degree or higher.

The PPBS wishes to award the naming rights contract to an entity (the “Contractor”) that is committed to education, athletics and the Point Pleasant community and desires to showcase that commitment by supporting the School District’s mission and youth programs in the community.

**FACILITY**

4. The Point Pleasant School District takes great pride in the condition of its facilities and regards regular maintenance and strategic upgrades as an investment in our students and the future of our schools and as such has recently completed numerous upgrades to the varsity stadium field. Over the past several years, the district has installed a new state-of-the-art FieldTurf artificial turf system, which was completed in the Spring of 2017; resurfaced the six-lane track which is the only regulation track in the area; and has installed new home bleachers and stadium lighting at the field. These upgrades have increased the Stadium’s playability and versatility and have increased accessibility for both Point Pleasant students and the surrounding community.

The Stadium now accommodates the practice and games of Point Pleasant Borough High School’s boys’ and girls’ soccer and lacrosse teams, as well as the school’s football and field hockey teams and Memorial Middle School’s boys’ and girls’ soccer teams. The field also serves as a practice venue for the high school’s marching band, accommodates gym classes from both Point Pleasant High School and Memorial Middle School, hosts AYF, Golden Elks/Pop Warner and Challenger football leagues as well as the Point Pleasant Soccer Club while the resurfaced track as well as a new long jump pit and runway not only supports the practice and games of the middle and high school outdoor track teams but also serves as a meeting place for the Jersey Shore Running Club and is available for community use. With a seating and standing capacity of 3,000, the stadium complex is able to accommodate multi-school district athletic events and state-wide sanctioned sporting events.

5. The Stadium is available for use by professional and non-professional organizations for a fee. Suitability of all proposed uses is at the sole discretion of PPBS.
6. The following is a representation of events held at the Stadium:
  - High School Graduation
  - Middle School Graduation
  - Marching Band
  - Boys’ Home Football Games

- Boys' and Girls' Soccer Games [Middle & High School]
- Boys' and Girls' Lacrosse
- Girls' Field Hockey
- Boys' and Girls' Track - Spring and Winter [Middle & High School]
- Shore Conference Playoff Games
- State Playoff Games
- Local Travel Soccer Games
- Local Pop Warner Football Games
- Local AYF Football Games
- Challenger Football Games
- Filming of Commercials -most recently a Cystic Fibrosis drug commercial.

7. Additional events scheduled/desired for the near future may include:

- Conference Championships
- State Final Championships
- Semi or Professional Sports as training facility or home games

#### **CONTRACT PERIOD**

9. Pursuant to New Jersey Statute 18A:18A-4.2, the naming rights contract shall commence on March 1<sup>st</sup>, 2018 and expire on February 28, 2023. PPBS will also consider proposals for three (3) and four (4) year contract periods; provided, however, that any proposer who would like the PPBS to consider a term of less than five years shall provide a proposal for the lesser term along with a proposal for a full five-year agreement.

#### **CONTRACT DOCUMENT**

10. This RFP and the form of agreement included herein shall serve as the contract. Proposers will be expected to sign the form of agreement attached within ten (10) days of contract award. If any proposer wishes to take exception to any provision of the agreement or the RFP, all such exceptions shall be stated specifically and in writing in the proposal. Bidders are cautioned, however, that material exceptions to the terms stated in the RFP may result in rejection of the proposal. Proposers are further advised that pursuant to N.J.S.A. 18A: 18A-4.5(b), under no circumstances shall the provisions of a proposal be subject to negotiation.

#### **AWARDED CONTRACTOR BENEFITS**

11. Contractor shall have the right to install exterior overhead signage at the two main stadium entrances off the southwest entrance from School Street and the northeast entrance coming from Old Farm Road. Signage may include the contractor's name and/or logo, i.e. ABCXYZ Stadium at Al Saner Field. Additional signage can be placed above the main scoreboard. Signage above the scoreboard would be similar in size to current signage. . Contractor shall also have the right to install a fabric signage banner on the outside of the home and or away bleachers. The banner may be of a size to allow maximum visibility. A spotlight may be installed to provide nighttime sign visibility. PPBS personnel will assist contractor in determining appropriate signage type, size and installation locations.

12. Contractor shall have the first right of refusal to replace any of the district scoreboards and scorer tables for the districts other outdoor fields and or indoor gymnasiums. Contractor will be able to affix signage with the contractor's name and logo as approved by PPBS for the life of the scoreboard or scorer tables. If the contractor declines to offer a scoreboard replacement at any facility PPBS reserves the right to solicit independent proposals for the replacement of the scoreboard(s) and include the right to affix the successful proposer's signage and logos to the replacement scoreboard(s).

13. All Signage shall meet all local code requirements and shall be appropriate to the Stadium as well as the surrounding area, in size, style, and content. PPBS reserves the right to disapprove any signage that in its sole judgment, is inappropriate to a facility that is utilized by schoolchildren and families or otherwise detrimental to the Stadium and surrounding environment.

14. All signage costs, including without limitation designing, furnishing, installing, and maintaining all signage in good condition for the life of the contract, and removing all signage and restoring the Stadium premises to their prior condition at the end of the contract, shall be the sole responsibility of the Contractor. PPBS' only obligation shall be to provide electric power at an agreed connection point.
15. Signage may be installed only after PPBS' receipt of the full Year 1 Naming Rights Fee or, in the case of new scoreboards or scorer tables, once they have been purchased and paid for in full. Installation will be scheduled through designated PPBS representative.
16. PPBS reserves the right to require the Contractor to remove all signage at its own expense and restore the Stadium to its prior condition if Contractor fails to pay the applicable annual naming rights fee within 30 days of the anniversary date of this contract. Signage for scoreboards or scorer tables purchased by the contractor will remain in place for the life of the equipment provided that Contractor maintain all such signage in good condition.
17. For so long as the contract is in effect the name of the Stadium will be the [Contractor name] Stadium. This name will also be imbedded in PPBS website as part of Quick Link to facility schedule/activities and appropriately included in promotional materials pertinent to events scheduled at the facility.
18. Contractor may conduct marketing programs from time to time and/or display promotional materials on PPBS premises as mutually agreed upon between PPBS and Contractor. PPBS reserves the right to pre-approve all signage, marketing programs and promotional materials prior to use and/or display to assure appropriate content for PPBS.
19. PPBS agrees to provide the Contractor with exclusive naming rights as to the Stadium for so long as this contract is in effect. Notwithstanding this exclusivity, however, PPBS reserves the right to solicit other paid sponsorships and permit related signage within the Stadium itself and other locations within the school district. PPBS will endeavor to avoid sponsorships from companies that directly compete with Contractor's main line of business (for example, sponsorships by competing auto dealers if Contractor identifies itself as an auto dealer) but cannot guarantee that this will not occur.
20. Contractor recognizes that PPBS is presently a party to sponsorship agreements and that these agreements will continue in effect until they expire. Those agreements shall be provided upon request.

#### **PPBS DESIRED COMPENSATION**

21. The first year's Annual Naming Rights Fee shall be paid by check payable to PPBS on or before March 1, 2018. Thereafter, the applicable Annual Naming Rights Fee shall be paid in full on or before the February 1 prior to the anniversary date (for example, the payment for 2019 shall be paid in full by February 1, 2019). No in-kind payment of the Annual Naming Rights Fee shall be accepted.

#### **IMPLIED REQUIREMENTS**

22. Whether or not specifically addressed, Contractor shall be responsible for all work and services required of the Contractor for complete and successful performance of the contract. In the event that any work performed by Contractor as to the Stadium or any other district facility is covered by the New Jersey Prevailing Wage Act, Contractor shall be solely responsible for ascertaining the extent to which the Act is applicable and for paying all required wages and other compensation.

#### **BIDDER PROPOSAL SUBMISSIONS**

23. In addition to the Required Proposal Submissions detailed in these specifications, the PPBS prescribed pricing page included in this RFP package must be completed in full and submitted with bidder's proposal. The following must also be included with bidder's proposal to assist PPBS in analysis of proposals:
  - Proof of proposal signee's authority to sign proposal and enter into contract with PPBS.
  - Financial information pertaining to the bidder's ability to uphold its financial obligations.
  - A brief description of the proposer's business.

- A rough sketch of the signage that the proposer intends to install if awarded the contract, including all proposed content and the proposed dimensions, preferably in color and accompanied by a description of proposed lighting and electrical needs.
- Any and all other information necessary to fully describe bidder’s proposal.
  - Proposers are reminded that the ability to install signage at the Stadium, which is not a public forum, is the grant of a privilege and not the assertion of a right. Accordingly, proposed signage that includes content that *in PPBS’ reasonable judgment*, is likely to generate controversy or adverse publicity for the school district will be cause for disqualification of the proposal without further evaluation. Acceptance of any proposal by PPBS, or its failure to disqualify a proposer on the grounds of inappropriate content, does not constitute approval of any aspect of the proposed signage.
    - Examples of unacceptable signage content would include, without limitation, signage that promotes or disparages a particular religion or candidate for office or expressly advocates particular political or religious positions or beliefs.
  - PPBS further reserves the right to disqualify without further evaluation, the proposal of any entity whose business, *in PPBS reasonable judgment*, is incompatible with a school and family environment.
    - Examples of incompatible businesses include without limitation, companies whose primary or main business consists of the manufacture or marketing of tobacco products (including e-cigarettes), alcoholic beverages, guns or other weapons, or sexually-oriented products or services of any kind. (This disqualification does not extend to proposers who sell such items as a part of a larger overall business; for example, proposals from a tobacco company, a gun store whose name includes a term such as “gun” or “firearm;” or from a “gentlemen’s club” would be subject to disqualification but proposals from a drug or convenience store whose inventory includes cigarettes, a general-line retailer or sporting-goods store whose inventory includes guns or knives, or from a restaurant that also includes a bar would likely be acceptable.)

**PROPOSAL EVALUATION & CONTRACT AWARD**

24. Along with the fulfillment of RFP legal requirements and bidder proposal submissions, the following criteria will be utilized to evaluate those proposals that materially conform to the RFP. Nonconforming or disqualified proposals will not be evaluated. Each of the bulleted items below will be evaluated using total points as listed below, on a 100-point score as follows;
  - Recognition & suitability of bidder, bidder’s name, appropriateness of proposed signage design and content, and potential center name. 30 points
  - Overall ability of bidder’s proposal to meet the desires and requirements of PPBS, including bidder’s financial solvency. 20 points
  - Overall financial value to PPBS. 50 points
25. PPBS reserves the right to request clarification of and/or additional bidder information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
26. The contract, if awarded, will be awarded to the proposer whose proposal is deemed to be the most advantageous to PPBS based on the factors stated above.
27. Sealed bids shall be opened Friday, January 12th at 3:00 pm 2100 Panther Path, Point Pleasant, NJ 08742

## TERMINATION OF CONTRACT

28. PPBS reserves the right to terminate the contract at any time during the contract period upon thirty (30) days written notice to Contractor if Contractor is in material breach of any obligation of the contract. Additionally, PPBS reserves the right to terminate the contract for its convenience upon 60 days' notice, or for its convenience upon 10 days' notice if it determines in its sole judgment that it no longer wishes to continue the association between the Contractor and the Stadium because of events that bring the name of the Contractor or any of its principals into public controversy or disrepute. In the event of a termination for convenience PPBS shall provide a pro rata refund of the Annual Naming Rights Fee up to the date of termination, within 30 days of the date on which all Stadium signage has been properly removed.

## INQUIRIES REGARDING PROPOSAL REQUIREMENTS

29. All inquiries and concerns regarding this RFP, including requests to schedule appointment to inspect the facility prior to submitting a proposal, **shall be directed in writing via FAX or email, at or before the close of business on Thursday, January 4, 2018 to:**

**Steven Corso, CPA**  
**School Business Administrator/Board Secretary QPA**  
**FAX: 732-295-2320**  
**EMAIL: [scorso@pointpleasant.k12.nj.us](mailto:scorso@pointpleasant.k12.nj.us)**  
**Phone: 732-701-1900 Ext 2410**

Heading on all inquiries must clearly state:

**"RFP 18-05A Naming Rights for Point Pleasant Borough High School Sports Stadium at Al Saner Field"**

30. If bidder discovers any ambiguity, conflict, omission or other error in the specifications, bidder shall immediately notify the Purchasing Department of such error and request clarification of the document. Bidder understands that the only official answer or position of PPBS will be the one stated in writing by Mr. Corso, or in his absence his authorized representative.
31. All questions and answers regarding this RFP may be shared with all bidders known by PPBS to be interested in submitting a proposal.
32. If a proposal includes proprietary information the proposer may conspicuously mark each page of such information as "CONFIDENTIAL". If a request is made for any such material under the New Jersey Open Public Records Act (OPRA), PPBS shall promptly relay such request to the proposer and ask whether the proposer consents to its release. If the proposer wishes PPBS to withhold consent and the requester initiates legal proceedings to compel disclosure, the proposer shall defend PPBS as to any such proceeding at its sole cost and expense and shall pay any and all fines, penalties, and counsel fees that may be imposed by anybody having jurisdiction.
33. **Proposals must be received by Friday, January 12<sup>th</sup> at 3:00 pm** and should be mailed to Attention: Steven Corso School Business Administrator Point Pleasant Borough Schools 2100 Panther Path, Point Pleasant, NJ 08742. Label Proposal - RFP 18-05A Naming Rights for Point Pleasant Borough High School Sports Stadium at Al Saner Field.
34. For general questions, please call 732-701-1900 extension 2403 or 2410.

## ADDENDA TO THE RFP

35. PPBS reserves the right to revise and amend specifications prior to the date set for the receipt of proposals. Addenda, if issued, shall be provided in writing to all parties who have received a copy of the RFP. It is the recipient's responsibility to notify PPBS that it has received a copy of the RFP and wishes to receive addenda. As receipt of all addenda must be acknowledged in the Proposal, proposers are cautioned that failure to notify PPBS may result in failure to receive addenda and resulting disqualification of the proposal.



**ADDITIONALLY**

36. Bidder is to submit one (1) "Complete Original Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) and three (3) "Complete Copies" for PPBS analyzation purposes. Bidder must clearly identify the original proposal document and all copies.
37. Do not spiral bind or "book bind" proposal submissions.
38. Only sealed hardcopy proposals are acceptable. Faxed or other electronic submissions are not acceptable.
39. Proposals received after the advertised receipt date and time will be returned unopened to the submitter.
40. PPBS reserves the right to reject any or all proposals or not award a contract.

The balance of this page was intentionally left blank.

**Request for Competitive Contracting Proposals**  
**RFP 18-05A Naming Rights for Point Pleasant Borough High School Sports Stadium at Al Saner Field**

The undersigned has read the specifications of this RFP and agrees to provide the funds/services proposed by bidder. This proposal is subject to all the attached terms, conditions and specifications and we, hereby, agree to enter into contract with the Board of Education of the Point Pleasant Borough Schools subsequent to contract award notification.

Proposals must be received by Friday, January 12<sup>th</sup>, 2018 at 3:00 pm and should be mailed to Attention: Steven Corso School Business Administrator Point Pleasant Borough Schools 2100 Panther Path, Point Pleasant, NJ 08742. Label RFP 18-05A Naming Rights for Point Pleasant Borough High School Sports Stadium at Al Saner Field.

**ADDENDA:** We acknowledge receipt of the following Addenda that shall become part of the RFP documents as though originally incorporated herein:

**ADDENDUM NUMBER(S):** \_\_\_\_\_

<b>ANNUAL NAMING RIGHTS FEES</b>	
	<b>AMOUNT PROPOSED</b>
Year One of the Contract	\$
Year Two of the Contract	\$
Year Three of the Contract	\$
Year Four of the Contract	\$
Year Five of the Contract	\$
<b>TOTAL AMOUNT PROPOSED</b>	\$

In addition to above naming rights fees indicate whether the contractor will be interested in future scoreboard and scorer's table replacements. Yes \_\_\_\_\_ No \_\_\_\_\_ (check one)

Company \_\_\_\_\_

Street Address \_\_\_\_\_

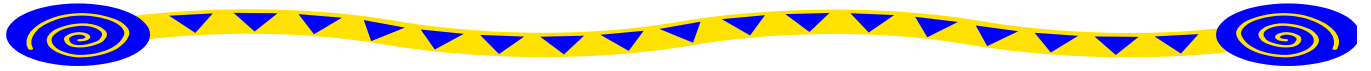
City, State, Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

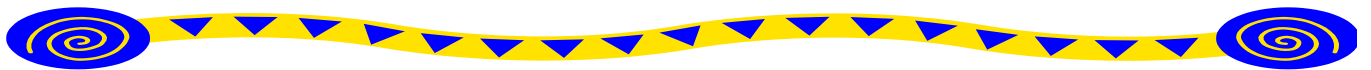
**Complete this page in full, sign and return with proposal.**



# Request for Proposal RFP18-05A

## PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



**Steven W. Corso, CPA**  
School Business Administrator/Board Secretary

**APPENDIX A**

**LETTER OF PROPOSAL**

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

[insert date]

**Attn: (INSERT CONTACT NAME)  
(INSERT ENTITY NAME)  
(INSERT ADDRESS)**

Dear **(INSERT CONTACT NAME):**

The undersigned has/have reviewed my/our Proposal Statement submitted in response to the Request for Proposals (RFP) issued by the Point Pleasant Borough Board of Education ("Board") dated **December 19, 2017**, in connection with the Board's need for Naming Rights of The Point Pleasant Borough High School Sports Stadium at Al Saner Field.

I/We affirm that the contents of my/our Proposal Statement (which Proposal Statement is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the Proposal Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer) \_\_\_\_\_ OR \_\_\_\_\_

(Typed Name and Title) \_\_\_\_\_ (Typed name and Title of Individuals)

(Type Name of Firm)\* \_\_\_\_\_ (Address) \_\_\_\_\_ \*

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

\* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Proposal.

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

**ACKNOWLEDGEMENT OF ADDENDA**

RFP18-05A

Proposal Date: Friday, **January 12, 2018**

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

**No Addenda Received**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

Quote Number:

Bidder/Offeror:

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name	<input type="text"/>	Relationship to Bidder/Offeror	<input type="text"/>
Description of Activities	<input type="text"/>		
Duration of Engagement	<input type="text"/>	Anticipated Cessation Date	<input type="text"/>
Bidder/Offeror Contact Name	<input type="text"/>	Contact Phone Number	<input type="text"/>

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

**Do Not Enter PIN as a Signature**

Title:

Date:



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

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

**Naming Rights Point Pleasant Borough High School Sports Stadium at Al Saner Field**

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

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

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

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID/PROPOSAL.** In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

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

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

<u>Owner's Name</u>	<u>Home Address</u>

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

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

This form shall be completed, signed and submitted with the bid/proposal. The form continues on the next page.



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

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

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

Names of Principals

Title

<u>Names of Principals</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Address \_\_\_\_\_

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

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

\_\_\_\_\_

*SIGNATURE OF AUTHORIZED AGENT*

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

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**Naming Rights Point Pleasant Borough High School Sports Stadium at Al Saner Field  
RFP18-05A**

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

Street Address \_\_\_\_\_ PO Box \_\_\_\_\_

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

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

References – Work previously done for School Systems in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**Vendor Certification**

**Direct/Indirect Interests**

I declare and certify that no member of the POINT PLEASANT Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the POINT PLEASANT Board of Education.

**Vendor Certifications**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
**President or Authorized Agent**

\_\_\_\_\_  
**SIGNATURE**