

Point Pleasant Boro School District  
Point Pleasant, New Jersey

**REQUEST FOR PROPOSAL  
(RFP)**

**Group Medical Insurance Coverage  
RFP No: 2019-101**

**Submission Date:  
NO Later than May 30th, 2018  
11:00 a.m.**

**Steven Corso**  
Business Administrator/Board Secretary

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Review all sections that may affect your Work, and include applicable requirements. All contracts are based on scope information within the whole document set, and are not limited to “trade” drawings and specifications.

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**POINT PLEASANT BOROUGH SCHOOL DISTRICT**  
**ETHICS IN PURCHASING**  
**Statement to Vendors**

**School District Responsibility**

**Recommendation of Purchases**

It is the desire of the Point Pleasant Borough School District 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 Point Pleasant Borough School District or anyone proposing to do business with the Point Pleasant Borough School District.

**Vendor Responsibility**

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

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

**Vendor Influence -- Prohibited**

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

**Vendor Certification**

Vendors or potential vendors will be asked to certify that no official or employee of the Point Pleasant Borough School District 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 Point Pleasant Borough School District.

**Mr. Steven Corso**  
Business Administrator/Board Secretary

POINT PLEASANT BOROUGH SCHOOL DISTRICT  
BUSINESS OFFICE  
2100 Panther Path  
Point Pleasant Boro, New Jersey 08742

**Steven Corso**  
SCHOOL BUSINESS ADMINISTRATOR/  
BOARD SECRETARY

VOICE: (732) 701-1900 ext 2402  
FAX: (732) 295-2320  
scorso@pointpleasant.k12.nj.us

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**TO: All Vendors**

**UNAUTHORIZED ORDERS**

**Official Notification**

**Authorized Purchases**

The Point Pleasant Borough School District only recognizes purchases made through the approved purchase order process. All purchases require a:

**Written Purchase Order** with **authorized signatures** and a **Purchase Order Number**.

**Unauthorized Purchases**

Any Point Pleasant Borough School District employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

**Vendors' Responsibility**

• **Do NOT Honor Requests!**

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

• **Contact the Business Office!**

Please alert Mrs. Carol Florio at (732) 701-1900 ext 2402 if any Point Pleasant Borough School District employee attempts to place an order without an authorized purchase order.

• **You will NOT Get Paid!**

The Point Pleasant Borough School District will not be held responsible for any unauthorized orders or purchases.

**Authorized Signatures**

The Point Pleasant Borough School District will only recognize purchase orders signed by:

**Mr. Steven Corso, Business Administrator/Board Secretary**

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**

*BUSINESS OFFICE*

*2100 Panther Path*

Point Pleasant Boro, New Jersey 08742

Point Pleasant Boro High School  
808 Laura Herbert Drive  
Point Pleasant Boro, NJ 08742  
(732) 701-1900 ext 2402

Memorial Middle School  
808 Laura Herbert Drive  
Point Pleasant Boro, NJ 08742  
(732) 701-1900 ext 2402

Ocean Road Elementary School  
Benedict Street  
Point Pleasant Boro, NJ 08742  
(732) 701-1900 ext 2402

Nellie Bennett Elementary School  
2000 Riviera Parkway  
Point Pleasant Boro, NJ 08742  
(732) 701-1900 ext 2402





## RFP CHECKLIST

### A. Documents to be Returned with Bid

Forms included in the bid package to be returned

1. Bid Proposal Form
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Non-Collusion Affidavit
4. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration
5. Contractor/Vendor Questionnaire / Certification
6. Disclosure of Investment Activities in Iran
7. Bidder Comment Form – Optional
8. Acknowledgement of Addenda
9. Chapter 271 Political Contribution Disclosure Form

Additional documents to be included with submission, if required

10. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) - Not Required
11. Certificate (Consent) from Surety - Not Required
12. Business Registration Certificate – New Jersey - Required

### B. Reminder Checklist

As a courtesy, the Office of the Purchasing Agent has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**  
*BUSINESS OFFICE*  
2100 Panther Path  
Point Pleasant Boro, New Jersey 08742

# **GENERAL SPECIFICATIONS**

**Steven Corso**  
Business Administrator/Board Secretary

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**

*BUSINESS OFFICE*

*2100 Panther Path*

Point Pleasant Boro, New Jersey 08742

**Group Health Insurance Coverage**

**INSTRUCTIONS TO RESPONDENTS**

**1. PROPOSALS ARE TO BE SUBMITTED TO:**

Steven Corso, Business Administrator/Board Secretary  
Point Pleasant Borough School District  
Business Office  
2100 Panther Path  
Point Pleasant Boro, NJ 08742

BY: 11:00 a.m. PREVAILING TIME

ON: Wednesday, May 30 2018

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

**2. PROPOSAL SUBMISSION**

Proposal must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposal must be submitted in duplicate on the submittal forms as provided, and in the manner designated. The Point Pleasant Borough School District 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: Point Pleasant Borough School District  
RFP No: 2019-01  
Title: Group Medical Insurance Coverage  
RFP Date: Wednesday, May 30 2018  
RFP Opening: 11:00 a.m.  
Bidder: *Name of Company*  
*Address*  
*City, State ZIP*

The Point Pleasant Borough School District does not accept electronic (e-mail) submission of bids or proposals..

**3. PURPOSE**

The Point Pleasant Borough School District is soliciting request for proposals (RFP's) for the purpose of entering into a contract for providing eligible district employees with group medical insurance coverage. The coverage sought must be "equal to or better" than the existing coverage in place. The district's insurance broker will provide all claims and census data.

**4. AFFIRMATIVE ACTION REQUIREMENTS**

Each contractor shall submit to the Point Pleasant Borough School District, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

- A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid/proposal. However, the Point Pleasant Borough School District will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language - Exhibit A.

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award will result in the rejection of the bid/proposal.

**5. \_\_\_\_\_ ANTI-BULLYING BILL OF RIGHTS - REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING CONTRACTED SERVICES PROVIDER**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

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 Point Pleasant Borough School District. The Point Pleasant Borough School District shall provide to the contracted service provider a copy of the Point Pleasant Borough School District'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 the School Business Administrator/Board Secretary.

**6. 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.).

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

Any contract awarded under this process shall be made by resolution of the Point Pleasant Borough 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).

## **8. 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 Borough School District 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.

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.

**9. 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.*

**10. 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.

**11. COORDINATION OF ACTIVITIES**

The following people will coordinate the activities for this proposal

**A. Request for Proposal Process**

Name of Official: Steven Corso

Title: School Business Administrator/Board Secretary

**B. Group Medical Insurance Coverage**

Name of Official: Gary Goldfard, Brown & Brown Benefits Advisors

**12. CRIMINAL HISTORY BACKGROUND CHECKS - N.J.S.A. 8A:6-7.1 - REQUIREMENT**

All providers for the services of this contract, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker.

Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

**13. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The Point Pleasant Borough School District 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

**14. DOCUMENTS, MISSING/ILLEGIBLE**

The respondent shall familiarize himself with all forms provided by the Point Pleasant Borough School District 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 Point Pleasant Borough School District accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

**15. 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.

The following forms are provided by the Point Pleasant Borough School District and must be returned with proposal:

1. Proposal Form
2. Acknowledgement of Addenda
3. Affirmative Action Questionnaire or Certificate of Employee Information Report
4. Chapter 271 – Political Contribution Disclosure Form
5. Vendor Questionnaire and Certification
6. Iran - Disclosure of Investment Activities
7. Non Collusion Affidavit
8. Stockholders' Disclosure/ Ownership Declaration

**16. EXAMINATION OF SPECIFICATIONS AND 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.

**17. 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.

**18. 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       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), made payable to the Point Pleasant Borough School District.**

This guarantee shall be made payable to the Point Pleasant Borough School District. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed and, if necessary, surety (performance) bond is filed with the Point Pleasant Borough School District.

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 Point Pleasant Borough School District 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 bid. 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 Point Pleasant Borough School District will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The Point Pleasant Borough School District will not accept a bid with multiple bid numbers listed on the bond.

***Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of proposal.***

**19. 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 Point Pleasant Borough School District to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## **20. 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 Point Pleasant Borough School District 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 Point Pleasant Borough School District reserves the right to award contracts to multiple contractors when it is in the best interests of the Point Pleasant Borough School District.

### Return of Contract Documents—when required

Upon notification of award of contract by the Point Pleasant Borough School District, the contractor may be required to sign and execute a formal contract with the Point Pleasant Borough School District..

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

If a formal contract is not required by the Point Pleasant Borough School District, an approved and signed Point Pleasant Borough School District 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 Point Pleasant Borough School District with any financial security becoming property of the Point Pleasant Borough School District. The Point Pleasant Borough School District reserves the right to accept the proposal of the next lowest responsible respondent.

### Renewal of Contract; Availability and Appropriation of Funds—When Applicable

The Point Pleasant Borough School District 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 Point Pleasant Borough School District. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Point Pleasant Borough School District is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

### 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.

**21. INSURANCE AND INDEMNIFICATION**

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

Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products
- \$1,000,000. Personal Injury
- \$1,000,000. Each Occurrence Combined Single Limit for Bodily Injury and Property Damage
- \$50,000. Fire Damage
- \$5,000. Medical Expense

Excess Umbrella Liability:

- \$4,000,000
- \$1,000,000 Sexual Harassment

*(A) Insurance Certificate – When Required*

- a. The contractor must present to the Point Pleasant Borough School District an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Point Pleasant Borough School District  
 c/o The Business Office  
 2100 Panther Path  
 Point Pleasant Boro, NJ 08742

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

**“Point Pleasant Borough School District is named as an additional insured”**

OTHER INSURANCES

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

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

*(B) Indemnification*

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Point Pleasant Borough School District and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the

performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

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

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

Required       Not Required

The successful respondent to whom the contract is awarded shall provide to the Point Pleasant Borough School District with contract documents a Professional Liability Insurance Certificate with the following limits:

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

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

Point Pleasant Borough School District  
c/o The Business Office  
2100 Panther Path  
Point Pleasant Boro, NJ 08742

and remain in full force during the term of contract.

**22. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

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

The Point Pleasant Borough School District, 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 Divisions website

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

If the Point Pleasant Borough School District 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 Point Pleasant Borough School District 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, respondents 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 Point Pleasant Borough School District 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.

## **24. LIABILITY – COPYRIGHT**

The contractor shall hold and save the Point Pleasant Borough School District, its officials and employees, harmless from liability of any nature or kind for 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 his contract.

## **25. 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 Point Pleasant Borough School District 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 Borough School District 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.

## **26. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Point Pleasant Borough School District receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

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

### Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the Point Pleasant Borough School District.

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

Payment, prompt (Optional Discount)

The Point Pleasant Borough School District may request in the General Specifications of this bid, a prompt payment discount. If so offered by the Point Pleasant Borough School District, vendors and contractors at their option may request prompt payment by offering to the Point Pleasant Borough School District a percentage (%) discount deduction from the total amount of the contract (order).

If the Point Pleasant Borough School District accepts the percentage (%) discount offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the Point Pleasant Borough School District is unable to meet the twenty-one (21) day deadline the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the Point Pleasant Borough School District, provided the Point Pleasant Borough School District receives the appropriate documentation including but not limited to:

- Ⓢ Signed voucher by vendor      Ⓢ Invoices
- Ⓢ Packing Slips                      Ⓢ Certification of completion of project by Building Services

<u>Example:</u>	Contract Order	\$52,000.00
	Prompt Payment Discount 8%	<u>- 4,160.00</u>
	Prompt Payment	\$47,840.00

Please note: **The prompt payment clause, because it is an option by both the vendor and the Point Pleasant Borough School District, shall not be a factor in determining the lowest responsible bid.**

**27. Performance Bond                       REQUIRED                       NOT REQUIRED**

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Point Pleasant Borough School District and shall be in the form required by Statute. For this bid, the Board requires a performance bond in the amount of one year's operating cost to the Point Pleasant Borough School District.

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

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or material not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Point Pleasant Borough School District in the form required and in such number of counterparts as the Point Pleasant Borough School District may request. Such Performance Payment and Completion Bond shall be furnished and such Contracts shall be executed

and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid/proposal by the Point Pleasant Borough School District.

The Point Pleasant Borough School District will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

## **28. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

### Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

### Chapter 271 Political Contribution Disclosure Form

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

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

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

The Point Pleasant Borough School District has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Point Pleasant Borough School District has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

## **POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

### Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83

(codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

**29. PRESENTATION AND INTERVIEWS**

The Point Pleasant Borough School District 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. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b).

**30. PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)**

The Point Pleasant Borough School District will not hold a pre-submission of proposal meeting.

**31. 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 Point Pleasant Borough School District will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

**32. 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

**33. 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 Borough School District 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.

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

Contractors, services providers, and all vendors with whom the Point Pleasant Borough School District 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 Point Pleasant Borough School District 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 Point Pleasant Borough School District 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 Point Pleasant Borough School District.

In cases of subcontracting, the Point Pleasant Borough School District shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Point Pleasant Borough School District 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.



### **35. TAXES**

As a New Jersey governmental entity, the Point Pleasant Borough School District is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Point Pleasant Borough School District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Point Pleasant Borough School District. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Point Pleasant Borough School District's tax identification number to purchase supplies, materials, services of equipment.

### **36. TERMINATION OF CONTRACT**

If the Point Pleasant Borough School District 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 Point Pleasant Borough School District 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 Point Pleasant Borough School District 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 Point Pleasant Borough School District may withhold payment due the contractor and apply same towards damages once established. The Point Pleasant Borough School District 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 Point Pleasant Borough School District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

### **37. 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 Point Pleasant Borough School District 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 and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Point Pleasant Borough Board of Education. If the Point Pleasant Borough 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 Point Pleasant Borough School District.

**Point Pleasant Borough SCHOOL DISTRICT**

*Business Office*

*2100 Panther Path*

*Point Pleasant Boro, New Jersey 08742*

# **TECHNICAL SPECIFICATIONS**

**Steven Corso**

Business Administrator/Board Secretary

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**

*BUSINESS OFFICE*

*2100 Panther Path*

Point Pleasant Boro, New Jersey 08742

**Group Medical Insurance Coverage**

**1. INTENT OF BID**

The intent of the bid is to secure competitive pricing for group medical insurance coverage provided by the Point Pleasant Borough School District for eligible employees.

**2. BACKGROUND OF SCHOOL**

The Point Pleasant Borough School District is a PreK - 12 school district that has an enrollment of approximately 2800 students.

**3. SCOPE OF SERVICES**

The Point Pleasant Borough School District is soliciting request for proposals (RFP's) for the purpose of entering into a contract for providing eligible district employees with group medical insurance coverage. The coverage sought must be "equal to or better" than the existing coverage in place. The district's insurance broker will provide all claims and census data.

**4. TERM OF CONTRACT/OPTION TO RENEW CONTRACT**

The Point Pleasant Borough School District is seeking pricing for two (2) separate periods. The first period is for twelve (12) months from July 1, 2018 through June 30, 2019. The second period is for Two years (24) months from July 1, 2018 through June 30, 2020.

The Point Pleasant Borough Board of Education will award one contract for either the twelve (12) or Twenty four (24) month period.

The contract will not have a renewal option.

**5. AWARD OF CONTRACT**

All respondents shall include the monthly premium amount on the RFP for both the PPO Plans Horizon Direct 10 and Horizon Direct 15 and Current Omnia plan options or equal to better plans.

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**

*Business Office*

*2100 Panther Path*

*Point Pleasant Boro, New Jersey 08742*

# **BID DOCUMENTS AND REQUIRED DOCUMENTATION**

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

**Steven Corso**

Business Administrator/Board Secretary

To be completed and signed below.

Return With Proposal

RFP PROPOSAL FORM
GROUP MEDICAL INSURANCE COVERAGE

RFP No. 2019-01

Submission Date: Wednesday, May 30 2018

Submission Time: 11:00 a.m.

The Point Pleasant Borough School District requests premium costs for both a twelve (12) month period beginning July 1, 2017 and ending June 30, 2018 and a (24) month month period beginning July 1, 2017 and ending on June 30 2019.

Table with 3 columns: Plan Coverage, 12 Month Rate 7/1/2018-6/30/2019, 24 Month Rate 07/1/2018-06/30/2020. Rows include Single, Employee/Spouse or Partner, Family, Child/(ren).

Table with 3 columns: Plan Coverage, 12 Month Rate 7/1/2018-6/30/2019, 24 Month Rate 07/1/2018-06/30/2020. Rows include Single, Employee/Spouse or Partner, Family, Child/(ren).

Table with 3 columns: Plan Coverage, 12 Month Rate 7/1/18-6/30/2019, 24 Month rate 7/1/18-6/30/2020. Rows include Single, Employee/Spouse or Partner, Family, Child/(ren).

Award of Contract

The Point Pleasant Borough School District will award a contract for either the twelve (12) month or (24) month period, at the sole discretion of the Point Pleasant Borough Board of Education. It is therefore the intention of the Point Pleasant Borough School District to award the contract to the Company that submits the lowest responsible proposal.

Form fields for Name of Company, Address, City, State, Zip, FEIN Tax ID, NJ State Contract No., Telephone, Fax, Authorized Agent Name (Print) and Title, E-Mail Address, Authorized Signature, Date.

**AFFIRMATIVE ACTION QUESTIONNAIRE  
GROUP MEDICAL INSURANCE COVERAGE**

RFP No. 2019-01

Submission Date: No later than Wednesday, May 30, 2018

Submission Time: 11:00 a.m.

This form is to be completed and returned with the bid. However, the Point Pleasant Borough School District will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

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

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

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

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

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

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)

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

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

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

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

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

**To be completed and signed below.**

**Return With Proposal**

**NON-COLLUSION AFFIDAVIT  
GROUP MEDICAL INSURANCE COVERAGE**

**RFP No. 2019-01  
Submission Time: 11:00 a.m.**

**Submission Date: Wednesday, May 30 2018**

Re: Bid Proposal for the Point Pleasant Borough School District.

STATE OF \_\_\_\_\_  
:SS:  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

*Position in Company*

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have 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 Point Pleasant Borough School District 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.

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

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
**(SIGNATURE OF CONTRACTOR/VENDOR)**

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

\_\_\_\_\_  
Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_ - Seal -  
Month Day Year

**To be completed and signed below.**

**Return With Proposal**

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP  
GROUP MEDICAL INSURANCE COVERAGE**



Re: Bid Proposal for the Point Pleasant Borough School District.

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

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

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

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID.** 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 \_\_\_\_\_

Address \_\_\_\_\_

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

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

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</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 \_\_\_\_\_

**(form continued on next page) 999**

**To be completed and signed below.**

**Return With Proposal**



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

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

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

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

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

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

E-Rate SPIN 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 Borough School District, 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 Point Pleasant Borough School District 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.

I certify that I am not an official or employee of the Point Pleasant Borough School District.

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 Borough School District.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

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 (Print)

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

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
GROUP MEDICAL INSURANCE COVERAGE**

RFP No. 2019-01  
Submission Time: 11:00 a.m.

Submission Date: Wednesday, May 30 2018

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	_____	Relationship to Bidder/Offeror	_____
Description of Activities	_____ _____		
Duration of Engagement	_____	Anticipated Cessation Date	_____
Bidder/Offeror Contact Name	_____	Contact Phone Number	_____

**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: \_\_\_\_\_

**This is a sample document - see website for completing**

**ACKNOWLEDGEMENT OF ADDENDA  
GROUP MEDICAL INSURANCE COVERAGE**

RFP No. 2019-01

Submission Date: Wednesday, May 30 2018

Submission Time: 11:00 a.m.

The bidder 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 bidder 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** \_\_\_\_\_

**POINT PLEASANT BOROUGH SCHOOL DISTRICT**

**Business Office**

2100 Panther Path  
Point Pleasant Boro, New Jersey 08742

**Chapter 271**

**Political Contribution Disclosure Form**

**(Contracts that Exceed \$17,500.00)**

**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check ( ) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

**GROUP MEDICAL INSURANCE COVERAGE**

RFP No. 2019-01

Submission Date: Wednesday, May 30 2018

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

**AN ACT** authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

**40A:11-51** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

**P.L. 2005,c271**

**Page 2**

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**19:44A-20.13** 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law



Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

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"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

\* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 52:34-25**

**County Name:** Ocean  
**State:** Governor and Legislative Leadership Committees  
**Legislative District #'s:** 9,10,12,30  
 State Senator and two members of the General Assembly per district.

**County:**  
 Freeholders County Clerk Sheriff  
 Surrogate Registrar of Deeds

**Municipalities (Mayor and members of governing body, regardless of title):**

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Point Pleasant Borough
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Borough	Plumsted Twp
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

**Boards of Education (Members of the Board):**

Barnegat Township	Lakehurst Borough	Point Pleasant Borough
Bay Head Borough	Lakewood Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Plumsted Township
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Ocean Gate Borough	Stafford Township
Island Heights Borough	Ocean Township	Toms River Regional
Jackson Township	Pinelands Regional	Tuckerton Borough
Lacey Township		

**Fire District (Board of Fire Commissioners):**

Brick Township Fire District No. 1	Jackson Township Fire District No. 3
Brick Township Fire District No. 2	Jackson Township Fire District No. 4
Brick Township Fire District No. 3	Lakewood Township Fire District No. 1
Dover Township Fire District No. 1	Little Egg Harbor Township Fire District No. 1
Dover Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Jackson Township Fire District No. 1	Little Egg Harbor Township Fire District No. 3
Jackson Township Fire District No. 2	Point Pleasant Borough Fire District No. 1

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Point Pleasant Borough School District (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

(Revised January, 2016)

**BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND  
GASEOUS SUPPLIES DELIVERED TO  
POINT PLEASANT BOROUGH SCHOOL DISTRICT**

**RIGHT TO KNOW**

1. All products that you deliver to the Point Pleasant Borough School District must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)
  - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
  - B. Next to each chemical name will be the CAS number of that chemical.
  - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Point Pleasant Borough School District reserves the right to reject any shipment not in compliance with the above specifications.

**SAMP**

**SAMP**

**INSTRUCTIONS FOR COMPLETING THE  
EMPLOYEE INFORMATION REPORT (FORM AA302)**

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.



TO All Bidders:

**REMINDER!**

Did you sign all of the documents?

All documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all documents may be cause for disqualification and rejection of the proposal.

Steven Corso  
Business Administrator/Board Secretary