South Brunswick Board of Education
Monmouth Junction, New Jersey

Competitive Contracting
Proposal Specifications
&
General Requirements
For

Wellness Clinic Services

Proposal No:  CC 01-21

Thursday, April 8, 2021
Proposal Opening Date

10:00 AM
Proposal Opening Time

David Pawlowski
School Business Administrator/Board Secretary
The South Brunswick Township Board of Education solicits proposals for Wellness Clinic Services.

Proposal No. CC 01-21 Wellness Clinic Services

All necessary proposal specifications and proposal forms may be secured upon written request to:

David E. Pawlowski
Business Administrator/Board Secretary
South Brunswick Township Board of Education
231 Black Horse Lane
South Brunswick, NJ 08852
david.pawlowski@sbschools.org

Proposals must be sealed and delivered to the Office of the School Business Administrator/Board Secretary of South Brunswick Board of Education, on or before date and time indicated below. The envelope is to bear the following information:

Title: Wellness Clinic Services
Proposal No.: CC 01-21
Name and Address of the Respondent
Proposal Due Date: Thursday, April 8, 2021
Proposal Opening Time: 10:00 AM

Location of Proposal Opening

SOUTH BRUNSWICK BOARD OF EDUCATION
231 Blackhorse Lane
South Brunswick, New Jersey 08852

The proposal opening process will begin on the above date and time at the South Brunswick Township Board of Education, South Brunswick, New Jersey. No proposals shall be received after the time designated in the advertisement, (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq.

Corporate respondents are required by law (N.J.S.A. 52:25-24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.
A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to complete and submit all required forms, may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

David E. Pawlowski
Business Administrator/Board Secretary
ETHICS IN PURCHASING
Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board. Please refer to our website at www.sbschools.org for Board Policy 3327 Relations with Vendors.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

Vendor Certification

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

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases
The South Brunswick Township Board of Education 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 Board of Education 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 the Business Office if any Board employee attempts to place an order without an authorized purchase order.

- You will NOT Get Paid!
  The South Brunswick Township Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures
The South Brunswick Township Board of Education will only recognize purchase orders signed by:

David E. Pawlowski
Business Administrator/Board Secretary
Purchasing Agent
A. **Documents to be Returned with Proposal.**

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Proposal Form
4. Chapter 271 Political Contribution Disclosure Form
5. Contract/Vendor Questionnaire/Certification
6. Disclosure of Investment Activities in Iran
7. Non-Collusion Affidavit
8. Stockholders’/Partnership Disclosure Affidavit, and Ownership Declaration
9. W-9 Form
10. Business Registration Certificate
11. Disclosure of Judgements, Claims or Suits
12. Disclosure of Immediate Relatives
13. Professional Liability Certificate
14. Disclosure of Prevailing Wage Debarment
15. Letter of Intent (Contract/Agreement)

The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).
B. **Reminder Checklist**

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

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

GENERAL SPECIFICATIONS

David E. Pawlowski
Business Administrator/Board Secretary
SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

Competitive Contracting

Wellness Clinic Services

Instructions for Respondents

1. PROPOSALS ARE TO BE SUBMITTED TO: David E. Pawlowski
   Business Administrator/Board Secretary
   South Brunswick Township Board of Education
   231 Black Horse Lane
   South Brunswick, New Jersey 08852

   BY: 10:00 AM PREVAILING TIME ON: Thursday, April 8, 2021

2. Proposals must be placed in a sealed envelope marked as shown below on the front of the envelope. Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated. The Board of Education 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: South Brunswick Township Board of Education
   Project: Wellness Clinic Services
   Date: April 8, 2021
   Time: 10:00 AM
   Respondent: Name of Company
   Address
   City, State Zip

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

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

3. PURPOSE

   The Board of Education is soliciting request for proposals (RFP’s) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into contract for Wellness Clinic Services.
4. **AFFIRMATIVE ACTION REQUIREMENTS**

Each company shall submit to the South Brunswick Township Board of Education, 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;
- 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 Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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.

**Sample Certificate of Employee Information Report**

All respondents are requested to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the execution or award of contract will result in the rejection of the bid/proposal.
5. **ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE**

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

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

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 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 South Brunswick Township Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

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

**Goods, Services and Construction Contracts**

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

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

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

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

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

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

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 person will coordinate the activities for this proposal:

**Competitive Contracting Process**

David E. Pawlowski  
Business Administrator/Board Secretary  
david.pawlowski@sbschools.org  
(732) 297-7800 ext. 5105


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

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

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

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Stockholders’ Disclosure/ Ownership Declaration
- W-9 Form
- Business Registration Certificate
- Disclosure of Judgements, Claims or Suits
- Disclosure of Immediate Relatives
- Professional Liability Certificate
- Disclosure of Prevailing Wage Debarment
- Letter of Intent (Contract/Agreement)

*Please check your proposal package for these forms!

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

Each respondent submitting a proposal for a service contract shall include in the proposal the cost for 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.

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**

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

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

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

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

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

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.
20. GENERAL CONDITIONS

A. 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 or a Notice to Proceed from the Business Administrator.

B. Award of Contract
It is the intention of the Board of Education to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

C. Contracts
Upon notification of award of contract or Notice to Proceed, the successful vendor shall begin services immediately.

D. Renewal of Contract; Availability and Appropriation of Funds—When Applicable
The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. 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 Board of Education is the final authority in awarding renewals of contracts.

E. 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.

F. 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.

G. Deadline for Submitting Proposals
All proposals shall be addressed to:

David E. Pawlowski
Business Administrator/Board Secretary
South Brunswick Township Board of Education
231 Black Horse Lane
South Brunswick, New Jersey 08852

All proposals are to be received by the Board of Education no later than
10:00 AM – April 8, 2021
Proposals received after the date and time noted shall not be accepted or considered.

H. Number of Copies to be Submitted -- One (1) Original; nine (9) Copies.

The district requires one (1) original proposal and nine (9) copies to be submitted at the proposal date and time. Other instructions on submission may be found in the technical specifications.

21. INSURANCE AND INDEMNIFICATION REQUIRED

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

Comprehensive Automobile Liability Insurance
- $1,000,000 Combined Single Limit for Bodily Injury and Property Damage

(A) Insurance Certificate – When Required

a. The contractor must present to the Board of Education 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:

   South Brunswick Township Board of Education
   c/o Business Administrator/Board Secretary

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

   “South Brunswick Township Board of Education 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
(B) Indemnification
The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board 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 or the performance of services by the contractor under the agreement or by a party for the whole contract 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

The successful respondent to whom the contract is awarded shall provide to the Board of Education 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:
The South Brunswick Township Board of Education
c/o Business Administrator/Board Secretary

and remain in full force during the term of contract.

22. INTERPRETATIONS AND ADDENDA
Respondents are expected to examine the RFP with care and observe all their requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District’s representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations shall be made in writing to the School Business Administrator at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications.

Any addenda will be provided no later than seven (7) days, Saturdays, Sundays, and holidays accepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.


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


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

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

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

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

24. **LIABILITY – COPYRIGHT**

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

25. **NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that they 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 Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.
The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

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

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

26. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the Business Administrator/Board Secretary on

10:00 AM - April 8, 2021

The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors and the general public are invited to attend the opening of proposals.

27. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education 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 Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education 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 board of education purchase order number.
- 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.
28. **PERFORMANCE BOND REQUIRED**

When required, the successful vendor 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 bond shall be in the form required by Statute.

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 materials 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.

Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

29. **POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

**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
Wellness Clinic Services

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 South Brunswick Township Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. 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) and Board Policy 3327 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.

30. PRESENTATION AND INTERVIEWS

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

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

The Board of Education will hold a pre-submission of proposal meeting on

Wednesday, March 24, 2021

10:00 am

The location of the meeting will be held at

South Brunswick Board of Education
231 Blackhorse Lane
Monmouth Junction, New Jersey 08852

The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are encouraged to attend this meeting. Addenda to the proposal may be issued as a result of the meeting.

32. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

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

33. 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
34. **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 of 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 South Brunswick Township Board of Education has provided within the specifications, a two (2) page form entitled:

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

All bidders/respondents are to complete, sign and submit both pages of 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.**

35. **SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

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

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

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

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

36. TAXES

As a New Jersey governmental entity, the Board of Education 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 Board of Education. 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 Board of Education. 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 Board’s tax identification number to purchase supplies, materials, services of equipment.

37. TERMINATION OF CONTRACT

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

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

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

38. WITHDRAWAL OF PROPOSALS

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

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

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

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

TECHNICAL SPECIFICATIONS

David E. Pawlowski
Business Administrator/Board Secretary

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION
A. Purpose of Proposal

It is the intent of the Board to solicit Proposal Statements from Respondents that have expertise in the provision of **Wellness Clinic Services**. Firms and/or persons responding to this solicitation shall be able to demonstrate that they will have the continuing capabilities to perform these services.

B. Scope of Service

This request for proposal includes all labor, staff, materials, equipment and services to provide On Site Wellness Center Services for a five year period, beginning on July 1, 2019 and ending on June 30, 2024, for the South Brunswick Township Board of Education as identified in the specifications and on the proposal form.

The South Brunswick Township Board of Education seeks a company to offer on-site medical and prescription drug services to its employees.

**Full Services Primary Care Clinic (The School District Facility)**

The School District seeks a company to offer On Site medical services to employees and their dependents to include but not be limited to primary care, health risk assessments, acute and urgent care, immunizations, injections, new hire physicals, exams and screenings, prescriptions, pharmaceutical dispensing, disease management, and primary care case management through the utilization of a facility to be furnished by the School District or at a facility to be provided within South Brunswick Township proposed by the successful contractor/awarded vendor. In addition to on-site healthcare, the School District desires on-site medical services to provide health risk assessments to identify high risk individuals. The provider will work with the School District to create a wellness program to provide educational, intervention and incentive programs. The company must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) and Clinical Laboratory Improvement Act/Amendments (CLIA). Staffing must include a medical doctor and necessary support staff for the employee and dependent population. The School District will assume all the responsibilities for the repair and maintenance of this facility. The design of the interior will be a joint effort between the School District staff with the assistance of a successful contractor paid by the successful awarded vendor. All construction and equipment expenses will be assumed by the contractor/awarded vendor to be amortized and paid back to the successful contractor/awarded vendor over the five year contract period. All equipment and improvements shall become the property of the South Brunswick Township Board of Education at the end of the contract term.

**SERVICES REQUIRED**

It is the intent of the Board to solicit Proposal Statements from Respondents that have expertise in the oversight of Wellness Clinic Services for School Districts or other public entities. Firms and/or persons responding to this solicitation shall be able to demonstrate that they will have the continuing capabilities to perform these services.
C. Qualifications of Respondents
   Respondent shall possess all appropriate licenses to perform activities described.

D. Contract Period
   This solicitation will cover a five-year period.
   The Letter of Intent will serve as the agreement between the parties.

E. Coordination of Activities
   All activities will be coordinated by David E. Pawlowski, Business Administrator/Board Secretary.

F. Fee Schedule – Payment
   Successful Contractor/Awarded Vendor shall submit a monthly invoice to the Board for its fee which shall be payable within 45 days of receipt.

G. Evaluation Criteria N.J.A.C. 5:34-4.2
   The State Comptroller recommends that all proposals be judged on the basis of predetermined, merit-based evaluation criteria, made known to the vendors before proposals are submitted to the district.

   I. Technical Criteria (40%)
      Proposed methodology
      1. Does the vendor’s proposal demonstrate a clear understanding of the scope of work and related objectives?
      2. Is the vendor’s proposal complete and responsive to the specific solicitation requirements?
      3. Has the past performance of the vendor’s proposed methodology been documented?

Description of Services
   Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other public/private schools in New Jersey. (Success stories only).

   Respondents shall answer and address the following:

   **CLINIC OPERATIONS**

   **Chronic Disease Management Services and Wellness**

   1. Please list all the health risks and/or conditions for which you have a Disease Management, Coaching, or wellness program. For each condition identify the programs available and the modes of conducting the programs.
   2. Explain how Disease Management, Health Coaching and Wellness programs are integrated.
3. Describe step-by-step your disease management program starting with how you identify individuals with high-risk health conditions.
4. Describe your organization’s coaching philosophy regarding how to change participant behavior?
5. Is the clinic physician part of the process? Why or why not?
6. Do you provide onsite wellness educational programs (i.e. tobacco cessation, weight management, etc.)? Describe the services and provide the cost associated with the wellness programs.
7. Do you provide one-on-one motivational coaching services? If yes:
   a) Provide the educational background and training for all your health coaches, including certifications and accreditations.
   b) How are employees selected for health coaching? How are candidates stratified and prioritized?
   c) Do you do face-to-face coaching? Telephonic coaching? Explain your firm’s rationale in determining the health coaching process.
   d) How does the health coach interact with the employee?
   e) How flexible will your health coach be in scheduling sessions?
   f) How do health coaches assess a participant’s readiness to change behavior?
8. Explain the types and frequency of communication a patient would receive as they progress through a wellness program.
9. Explain how your firm would interface with the employee’s primary care provider.
10. How will your company engage participants? Describe tools as well as support you offer clients in developing their engagement strategies and incentives?
11. Please describe your viewpoint of the role of incentives in engaging participants. Include your experience in managing members from participation through self-management.
12. Explain your tobacco cessation program that you currently offer to clients.
13. Are you willing to provide a program targeted to the Board’s pre-diabetic population?
14. Please describe step-by-step your diabetes prevention program starting with how potential participants are identified.
15. List each web-based, online self-help educational service available to wellness participants.
17. Describe the types of reports prepared for tracking the status of the participants of the disease management programs. How often are reports provided? Submit a sample report.
18. Are you willing to fully participate in a data exchange with the Board’s contracted Third Party Administrator, without charging additional data fees?
19. What is the cost of providing a full scale wellness program including, but not limited to tobacco cessation, weight management, diabetes management and pre-diabetic, cholesterol management, health coaching etc.? Describe all costs associated with chronic disease management services.
20. Are you willing to structure a performance based chronic disease management contract with a fee structure based on employee health improvements? If yes, explain how you would structure such a contract.

Are you willing to agree to have a third-party contractor analyze the chronic disease management employee improvements, including providing raw data your organization uses to report improvements?
21. Do you have any other performance based chronic disease management contracts? If yes, please fully describe.

22. How have your programs improved the health of your client’s chronically ill members?

23. What differentiates your disease management, coaching and wellness programs?

24. Describe the challenges you experience in conducting successful disease management programs, and how you have overcome these challenges.

**Acute Primary Care Clinic and Medication Dispensing Services**

1. How much space do you recommend for a clinic that would serve our group? The South Brunswick Board of Education has about 3,424 insured lives.

2. Does your firm provide guidance in where an employee clinic should be located?

3. Provide an inventory of medical equipment that will be needed in the clinic.

4. How many hours per week do you recommend the clinic(s) operate and what are the proposed hours?

5. Do the proposed hours per week include appointment slots for dependents?

6. How many appointment slots will be available per week?

7. How do you manage walk-ins?

8. Typical wait-time for patients that have a scheduled appointment?

9. Describe the staffing model you are proposing, including the weekly hours proposed for each position. Who oversees your doctor/other practitioner relationships and recruitment? Give credentials.

10. Is there a mark-up on any of the costs associated with staffing the clinic? If so, on what items and what is the mark-up?

11. List the minimum qualifications you propose for each position in your staffing model, including licenses, certifications and experience. Will the South Brunswick Board of Education have input in the selection of the medical staff?

12. How does your organization evaluate the performance of your clinic staff, including measuring quality, effectiveness, and efficiency? Will your organization share the results of your evaluations, including results for individual clinicians directly servicing South Brunswick Board of Education individuals, with the South Brunswick Board of Education annually?

13. Will your medical staff have hospital privileges at area hospitals?

14. Will clinic providers be required to refer to a particular hospital or other medical provider? If so, list.

15. Are your clinic providers encouraged to refer to facilities directly or indirectly associated with any ownership of the onsite clinic administration by your firm? If yes, describe.

16. Provide a list of primary care services that you propose to perform.

17. At what age will dependent care begin?

18. Describe the extent to which your clinic would be able to dispense any prescription medication. How will you determine the class and types of drugs you will offer?

19. Will any costs created at the clinic be required to be submitted through the self-funded health plan’s third party administrator in addition to prescriptions that are written, not dispensed, by onsite clinic providers?
20. Do you dispense medications to patients that are seen in the wellness center for them to take at home? If so, are these medications for acute use, or do you also dispense maintenance medications?

21. Do you dispense maintenance medications? If so, what is your average days’ supply for maintenance medications?

22. Please provide a sample blended formulary of one of your current wellness centers that includes strength of the medications and quantity (in the bottle) that is available to dispense?

23. Do you supply patient information sheets on the dispensed medications and also provide live counseling by the dispensing provider?

24. Are these dispersions checked against the patient’s medication information for allergy interactions, drug-food interactions, drug-drug interactions, and duplication in therapy by an EMR medication module?

25. Are dispensed medications traceable by lot number for patient level recalls?

26. Are Rx’s written for off-site filling at retail pharmacies checked by the EMR’s mediation module for allergy interactions, drug-food interactions, drug-drug interactions, and duplication in therapy prior to handing the patient the Rx?

27. Do you have a corporate pharmacist available to work with providers on medication issues and to counsel patients on their medication utilization?

28. What is the dispensary billing structure (i.e. pass-through/cost plus)?

29. What is the dispensary annual cost and savings for the first year of clinic operation?

30. What is the dispensing quantity that is dispensed on-site (i.e. samples, 7 day supply, 30 day supply, 90 day supply, etc.)?

31. What is the average number of medications stocked within the clinic dispensary?

32. Provide the cost/fee structure to dispense medication on-site?

33. Is there any mark-up on the medication dispensed on-site? If so, what is the mark-up percentage?

34. Describe the ROI that can be anticipated as a result of dispensing medication on-site? Provide examples of actual medication being dispensed from current clients.

35. What percentage of the drug and supply rebates are passed through to the client? Will the South Brunswick Board of Education have access to your organization’s contracts with drug manufacturers or PBMs in order to audit rebate revenue?

36. List the diagnostic lab tests you would perform at the clinic.

37. Is there any mark-up in cost for the labs that are conducted at the on-site clinic?

38. Describe the conditions under which you refer patients to specialists for X-rays or other diagnostic testing. How is it determined which specialists to use and/or where to have X-rays and other tests conducted?

39. How are health clinic/wellness center appointments scheduled?

40. How many onsite clinic appointments are scheduled via an online appointment scheduler?

41. Is there an additional cost for the online appointment scheduler? If so, what is the cost for the appointment scheduler?

42. How do you balance seeing scheduled appointments and walk-in clients at the same time? What is the typical wait-time for patients that have a scheduled appointment?
43. Do you have a toll-free telephone number or other means (i.e. website, email, text) for participants who have medical questions after hours 24/7? Is there an additional charge for this service?

44. Do you currently have telemedicine capabilities at your on-site clinics?
   If so, what is the cost providing the telemedicine service?

45. What percentage of employees considers the onsite clinic provider their primary care provider?

46. Explain and fully describe how you interface with an employee who has an established primary care provider.

47. South Brunswick Board of Education does not intend for the clinic contractor be the exclusive biometric screening provider. The employee / spouse will continue to have the option of having their primary care provider complete biometric screenings. What is your cost to provide the biometric health risk assessment to employees / spouses if the employee / spouse chooses the onsite clinic? Please confirm that your organization will release without limitation all member level information collected during an individual’s health risk assessment to our data warehouse, including member ID and biometrics.

48. Please provide a sample Health Risk Assessment for review.

49. Please confirm that your organization is willing to use a health risk assessment tool developed by a third party if requested by the South Brunswick Board of Education.

**Measurement of Results**

1. How would you propose measuring the outcomes and success of the overall health clinic/wellness program? Specifically, how would you track the following:
   a. Primary Care/Disease Management Program Outcomes
   b. Clinic Utilization
   c. Participant Satisfaction
   d. Changes in Cost of Care
   e. Productivity/Absenteeism
   f. Program Completion
   g. Program Success
   h. Program Effectiveness and ROI
   i. Change in Cost of Care (cost per visit)
   j. Medication
   k. Program Effectiveness (by each service offered)
   l. Health Improvement
   m. Claims Cost and Utilization

2. Describe your standard management reports and provide capabilities for custom reports with associated costs. Provide examples of the reports that you would provide the South Brunswick Board of Education.

3. Provide a full list of all reports that will be provided to the South Brunswick Board of Education. Detail all costs associated with generating the reports.

4. What predictive modeling tools do you incorporate into your data analysis?


6. Provide examples of ROI that you have provided to clients in the following categories:
a. Cost per visit
b. Medication
c. Overall Claims Spend

7. What type of Return on Investment can be shown with a client of 5+ years?

8. Are you willing to guarantee a return on investment?
   If so, describe the fees you will put at risk and the criteria you would propose to measure your attainment of the objectives.

9. How does your company track Wellness participation?

10. If a serious situation arises can the client have direct access to top level management of the clinic operation, e.g., the CEO, or will these matters be addressed by a mid-level position?

**DATA MANAGEMENT AND DATA ACCESS**

1. Is your firm HIPAA compliant?

2. How is patient and record-keeping confidentiality assured? How is it communicated to participants?

3. What practices do you have in place to protect the confidentiality of individual information when electronically transferring or storing information?

4. Have your network security systems ever been breached? If so, describe the situation.

5. Vendor, a contracted entity, acknowledges South Brunswick Board of Education ownership and rights to use and retain detailed/patient level data generated by vendor. Please confirm.

6. Are you willing to provide the Third Party Administrator with all member level data, including member identifiers, for all data collected by your organization in the performance of services contracted for, including but not limited to the data types and fields listed below? Please confirm (with ✓) all fields are available from your organization, or note any fields listed below not available from your organization.

   - **Appointment/Encounter records:** This file would contain details about clinic visits.
     - Patient First Name
     - Patient Last Name
     - Patient DOB
     - Patient Gender
     - Last four numbers of SSN
     - Relationship to employee (i.e., employee, spouse, child)
     - Date of appointment
     - Reason for appointment
     - Conditions being treated (preferably IDC-9 codes)
       - If you use IDC-9 we require code and description
     - Services provided (preferably CPT codes)
       - If you use CPT we require code (and applicable modifiers) and description
     - Attending Clinician ID (for example, NPI)

   - **Biometric and lab screening:** This file would contain detailed results of biometric screening, including those taken for HRAs.
     - Patient First Name
<table>
<thead>
<tr>
<th>Metric Name: For all test conducted, including, but not limited to;</th>
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<tbody>
<tr>
<td>- Height</td>
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<td>- Weight</td>
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<td>- Waist Circumference</td>
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<td>- Triglycerides</td>
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<td>- A1C</td>
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<td>- Hematocrit</td>
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<tr>
<td>- Hemoglobin</td>
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<tr>
<td>- Fasting Glucose</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Metric Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metric Value Description (i.e., “Feet”, “Pounds”)</td>
</tr>
<tr>
<td>Measuring Clinician ID</td>
</tr>
</tbody>
</table>

- Medications dispensed: If onsite clinic will dispense medications.

<table>
<thead>
<tr>
<th>Medication Name</th>
<th>Strength</th>
<th>Form (tablet, capsule, etc.)</th>
<th>Quantity</th>
<th>Days’ supply</th>
<th>NDC code, if available</th>
</tr>
</thead>
</table>

Please include file formats for data if available.
Does your organization use standard codes to describe clinic/coaching/program services performed (e.g., CPT including modifiers, IDC-9 or IDC-10, NPI, NDC, etc.)? Does your organization agree to include the codes as part of the data sets released to data warehouse?

Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

II. Management Criteria (20%)

i. Project Management:
   1. How well does the proposed scheduling timeline meet the contracting unit’s needs?
   2. Is there a project management plan?

ii. History and experience in performing the work:
   1. Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
   2. Does the vendor demonstrate a track record of service?
   3. Does the vendor document industry or program experience?
   4. Does the vendor have a record of moral integrity?

iii. Availability of personnel, facilities, equipment and other resources:
   1. To what extent does the vendor rely on in-house resources vs. contracted resources?
   2. Are the availability of in-house and contract resources documented?

iv. Qualification and experience of personnel:
   1. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
   2. Does the vendor make use of business-capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
   3. Does the vendor demonstrate cultural sensitivity in hiring and training staff?

B U S I N E S S E X P E R I E N C E A N D Q U A L I F I C A T I O N S

1. Provide a brief description of your organization including history, business philosophy, and management structure.
2. List your management team. Who will be responsible for the South Brunswick Boards program and who will be its day-to-day contact? Where are these individuals located? Provide a brief description of their onsite clinic experience and years with your organization.
3. Describe the role of population health management and disease management in your strategic business model.
4. In your experience what are the essential elements of a successful integrated health management program?
5. Describe your experience with employer onsite disease management programs including health coaching and lifestyle management programs.
6. Explain how you will balance servicing the chronically ill, including providing in-depth motivational health coaching, while attending to acute care needs?
7. Describe in detail your firm’s experience managing acute primary care clinics. Do you have experience dispensing medications from the primary care site?
8. Provide three references from your clients of similar size to the South Brunswick Board of Education.
9. Describe any litigation, pending or in the past, arising from the performance of your firm’s clinic/wellness center operations.
10. How many full service wellness centers / acute primary care onsite clinics do you manage for private entities?
   How many for governmental entities?
11. How many full service wellness centers / acute primary care onsite clinics do you operate in New Jersey?
12. How many full service wellness centers / acute primary care onsite clinics have you managed for 5 or more years?
13. What percentage of your clients operate under an inter-local agreement, or more than one client sharing a clinic/multiple clinics? Please explain how the invoicing for these accounts is split and delivered to the clients.
14. Disclose all relationships that currently exist between your firm and labs, X-Rays, specialists, pharmaceuticals, etc. Do any of these relationships produce additional income to your firm?
15. Describe the integrated health management programs your organization conducts for its own employee and dependent population, including incentives, and metrics you use to gauge success.

III. Cost Criteria (40%)

   i. Cost of services to be performed:
      1. Relative cost: How does the cost compare to other similarly scored proposals?
      2. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
   ii. Assurance of performance:
      1. If required are suitable bonds, warranties, or guarantee provided?
      2. Does the proposal include quality control and assurance programs?
   iii. Vendor’s financial stability and strength:
      1. Does the vendor have sufficient financial resources to meet its obligations?

A. Fee Proposal
   Respondents are to submit a fee proposal that compliments the service that is being requested by the school district.

B. Contract Expenses
   Respondents are to note the following as it pertains to expenses related to the contract:
   - Expenses; Related to Contract; Incidental
     All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent.
The Board will not reimburse any vendor for any incidental expenses related to the contract.

- **Expenses Not Related to the Contract; District Procedures**
  There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The district will procure these services separately.

- **Extraordinary Expenses**
  Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.
1. Acknowledgement of Agenda
2. Affirmative Action Questionnaire
3. Chapter 271 Political Disclosure Form
4. Contractor/Vendor Questionnaire & Certification
5. Disclosure of Investment Activities in IRAN
6. Non-Collusion Affidavit
7. Stockholder/Partnership Disclosure and Statement of Ownership
8. W9
9. Business Registration Certificate
10. Disclosure of Judgements, Claims or Suits
11. Disclosure of Immediate Relatives
12. Professional Liability Certificate
13. Disclosure of Prevailing Wage Debarment
14. Letter of Intent (Contract/Agreement)
To be completed and signed below.  Return with Proposal

Acknowledgement of Addenda

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

<table>
<thead>
<tr>
<th>ADDENDA NO.</th>
<th>ISSUING DATES</th>
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☐ No Addenda Received

Name of Company ____________________________________________________________

Address ___________________________________________________ P.O. Box __________

City, State, Zip Code __________________________________________________________

Name of Authorized Representative ____________________________________________

Signature ___________________________ Date ___________________________
To be completed, signed below and returned with proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Certificate of 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.

3. 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/

- 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  _____________________________________________________________ Date _____________________

Title ___________________________________________ Date _____________________

Name of Company _______________________________________________________

Address ________________________________________________________________

City, State, Zip __________________________________________________________________

Wellness Clinic Services
To be completed, signed below, and returned with proposal.

ASSURANCE OF COMPLIANCE

Contact with Students
There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder’s understanding of the below listed requirements and further acknowledging the bidder’s assurance of compliance with those listed requirements.

Anti-Bullying Reporting—Requirement
When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

When applicable, the contracted service provider 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 contract, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

Pre-Employment Requirements
When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

Name of Company

Name of Authorized Representative

Signature ________________________________ Date ____________________

Wellness Clinic Services
To be completed, signed below and returned with proposal.

South Brunswick Township Board of Education

Chapter 271
Political Contribution Disclosure Form
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:

<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
<th>Name of Recipient Elected Official/Committee/Candidate</th>
<th>Name of Contributor</th>
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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 ________________________________________________________________
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-l 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 Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal 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-l 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 a political 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.
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:

"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: Middlesex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 13, 14, 17, 18, 19, 22
State Senator and two members of the General Assembly per district.

County:
<table>
<thead>
<tr>
<th>Freeholders</th>
<th>County Clerk</th>
<th>Sheriff</th>
<th>Surrogate</th>
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</thead>
</table>

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

- Carteret Borough
- Cranbury Township
- Dunellen Borough
- East Brunswick Township
- Edison Township
- Helmetta Borough
- Highland Park Borough
- Jamesburg Borough
- Metuchen Borough
- Middlesex Borough
- Milltown Borough
- Monroe Township
- New Brunswick City
- North Brunswick Township
- Old Bridge Township
- Piscataway Township
- Plainsboro Township
- Sayreville Borough
- South Amboy City
- South Brunswick Township
- South Plainfield Borough
- South River Borough
- Spotswood Borough
- Woodbridge Township

Boards of Education (Members of the Board):

- Carteret Borough
- Cranbury Township
- Dunellen Borough
- East Brunswick Township
- Edison Township
- Helmetta Borough
- Highland Park Borough
- Jamesburg Borough
- Metuchen Borough
- Middlesex Borough
- Milltown Borough
- Monroe Township
- New Brunswick City
- North Brunswick Township
- Old Bridge Township
- Perth Amboy City
- Piscataway Township
- Plainsboro Township
- Sayreville Borough
- South Amboy City
- South Brunswick Township
- South Plainfield Borough
- South River Borough
- Spotswood Borough
- West Windsor-Plainsboro Regional
- Woodbridge Township

Fire Districts (Board of Fire Commissioners):

- East Brunswick Township Fire District No. 1
- East Brunswick Township Fire District No. 2
- East Brunswick Township Fire District No. 3
- Jamesburg Borough Fire District No. 1
- Monroe Township Fire District No. 1
- Monroe Township Fire District No. 2
- Monroe Township Fire District No. 3
- Old Bridge Township Fire District No. 1
- Old Bridge Township Fire District No. 2
- Old Bridge Township Fire District No. 3
- Old Bridge Township Fire District No. 4
- Piscataway Township Fire District No. 1
- Piscataway Township Fire District No. 2
- Piscataway Township Fire District No. 3
- Piscataway Township Fire District No. 4
- Plainsboro Township Fire District No. 1
- South Brunswick Township Fire District No 1
- South Brunswick Township Fire District No. 2
- South Brunswick Township Fire District No. 3
- Woodbridge Township Fire District No. 1
- Woodbridge Township Fire District No. 2
- Woodbridge Township Fire District No. 3
- Woodbridge Township Fire District No. 4
- Woodbridge Township Fire District No. 5
- Woodbridge Township Fire District No. 7
- Woodbridge Township Fire District No. 8
- Woodbridge Township Fire District No. 9
- Woodbridge Township Fire District No. 10
- Woodbridge Township Fire District No. 11
- Woodbridge Township Fire District No. 12
CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Name of Company _____________________________________________________________
Street Address _______________________________________________________________
PO Box ____________________________
City, State, Zip ________________________
Business Phone Number (____)_________________________ Ext. ___________________
Emergency Phone Number (_____)______________________________________________
FAX No. (____)________________________  E-Mail _________________________________
FEIN No. _____________________________
Years in Business ________________  Number of Employees ______________

References – Work previously done for School Systems in New Jersey

<table>
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<tr>
<th>Name of District</th>
<th>Address</th>
<th>Contact Person/Title</th>
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Vendor Certification

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

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

Vendor Contributions
I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) and Board Policy 3327 concerning vendor contributions to school board members.

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

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

__________________________________   ________________________________________
President or Authorized Agent (Print)   SIGNATURE
STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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, she 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. 26 ("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 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.

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<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
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<th>Description of Activities</th>
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<th>Duration of Engagement</th>
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<table>
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<tr>
<th>Bidder/Offeror Contact Name</th>
<th>Contact Phone Number</th>
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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 any agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): __________________________ Signature: __________________________

Do Not Enter PIN as a Signature

Title: __________________________ Date: __________________________
To be completed, signed below, and returned with proposal.

NON-COLLUSION AFFIDAVIT

Re: Proposal for the South Brunswick Board of Education.

STATE OF _______________ ) Proposal Date:
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/company of ____________________________

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

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

Print name of Notary __________________________________________________________

Signature of Notary __________________________________________________________

My commission expires ______________________ _________________, ________.
Month Day Year

- Seal –
STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: ____________________________________________________________

Organization Address: ____________________________________________________________

City, State, ZIP: _________________________________________________________________

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ____________________________________________________________

Part II Check the appropriate box

☐ The list below contains 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. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
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Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part IV 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/proposer; that the South Brunswick Board of Education 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 Board of Education to notify the Board of Education 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, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

<table>
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<th>Full Name (Print):</th>
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This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

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

The contractor and the Board of Education (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. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and 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.
PROPOSAL SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE BOARD OF EDUCATION

RIGHT TO KNOW

1. All products that you deliver to the Board of Education 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 Board of Education reserves the right to reject any shipment not in compliance with the above specifications.
Form W-9 (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor □ Corporation □ Partnership
□ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership □)
□ Exempt Payee

Other (see instructions)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester’s name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on Page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am writing for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to back up withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage, Interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), And generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.
If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is Substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An Individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner’s share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
BUSINESS REGISTRATION CERTIFICATE

Attach Business Registration Certificate

(If you do not have one – get one by applying online at New Jersey Business Registration.)
DISCLOSURE OF JUDGEMENTS, CLAIMS OR SUITS PENDING AGAINST RESPONDENT

RESPONDENT: ______________________________

Provide a list of all judgements, claims or suits pending against respondent below:

_____ I certify that listed below are all judgements, claims and suits pending against

________________________________________.

Name of Respondent

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<th>Name of Respondent</th>
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_____ I certify that there are no judgements, claims or suits pending against

________________________________________.

Name of Respondent

Signature _____________________________ Date ___________________________
DISCLOSURE OF IMMEDIATE RELATIVES OF PRINCIPAL OF RESPONDENT

RESPONDENT: ______________________________________________

____ I Certify that listed below is a list of all immediate relatives of Principal of Respondent who are Board employees or elected officials of the Board. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

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____ I Certify that there are no immediate relatives of Principal or Respondent who are Board employees or elected officials of the Board.

_____________________________  ______________________
Signature            Date
INSURANCE CERTIFICATE

Attach Certificate of Insurance as evidence of complying with minimum requirements of RFP.
DISCLOSURE OF DEBARMENT, SUSPENSION, OR DISQUALIFICATION

RESPONDENT: ______________________________

_____ I certify that __________________ is at time of this 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.

_____ I certify that __________________ is at time of this proposal NOT 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.

____________________________    ________________________
Signature of Respondent     Date
LETTER OF INTENT
(Contract/Agreement)

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

[insert date]

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

Dear:

The undersigned, as Respondent, has (have) submitted the attached Proposal Statement in response to a request, issued by the South Brunswick Township Board of Education ("Board"), dated (INSERT DATE), in connection with the Board’s need for a **Wellness Clinic Services**.

(Name of Respondent) HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.

2. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the solicitation and to adhere to the Board's procurement schedule.

3. (Name of Respondent) acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the solicitation, or any negotiation which results there from shall be borne exclusively by the Respondent.

4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board. (Name of Respondent) declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

5. (Name of Respondent) acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Board shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this solicitation.

6. (Name of Respondent) acknowledges that the provision of Wellness Clinic Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.
7. *(Name of Respondent)* submits a proposal including out of pocket expenditures, as follows:

   July 1, 2021 – June 30, 2022 $ __________
   July 1, 2022 – June 30, 2023 $ __________
   July 1, 2023 – June 30, 2024 $ __________
   July 1, 2024 – June 30, 2025 $ __________
   July 1, 2025 – June 30, 2026 $ __________

8. *(Name of Respondent)* agrees, that if selected by the Board, to perform services outlined in the solicitation. *(Name of Respondent)* further agrees that if at any time during the period covered by this solicitation, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and *(Name of Respondent)* will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.

9. *(Name of Respondent)* agrees to defend, indemnify and hold the South Brunswick Township Board of Education harmless with respect to any claim for injury to person or property arising out of acts of *(Name of Respondent)*, its subsidiaries, parents, agents, principals or employees.

10. *(Name of Respondent)* agrees that the services are being delivered and are intended to be performed in the State of New Jersey and shall be constructed and enforced in accordance with the laws of that State.

11. *(Name of Respondent)* agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

12. *(Name of Respondent)* agrees that this agreement constitutes the entire agreement to be entered into between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to the subject matter hereof. This agreement may only be amended by writing signed by both parties.

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

*(Signature of Chief Executive Officer or individual)*

____ (Typed Name and Title)

_____ (Type Name of Firm)*

Dated: ________________