



MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION
227 US Route 206, Suite 10
Flanders, NJ 07836

COMPETITIVE CONTRACTING
Request for Proposal (RFP)

Proposal Specifications & General Requirements

ADVERTISING CONCESSION SERVICES

Proposal No: RFP 2026-01

Thursday, September 4, 2025

Proposal Opening Date

10:00 a.m.

Proposal Opening Time

Nicole C Schoening, CPA, SFO
Business Administrator/Board Secretary
nicole.schoening@motsd.org

MOUNT OLIVE TOWNSHIP SCHOOL DISTRICT
227 US Route 206, Suite 10
Flanders, NJ 07836

COMPETITIVE CONTRACTING-- REQUEST FOR PROPOSALS (RFP)

LEGAL ADVERTISEMENT

The Mount Olive Township School District is soliciting proposals through a request for proposal (RFP's) in accordance with the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into contract for the exclusive right to sell, manage, and maintain advertising within designated areas of district-owned athletic facilities, including scoreboards and other approved locations Concession for Scoreboard and Advertising.

A copy of the RFP may be obtained via email: nicole.schoening@motsd.org or picked up at the Board office, 227 Route 206, suite 10, Flanders, NJ 07836 between the hours of 9:00 am and 3:30 pm, Monday through Friday. Proposals must be in a sealed envelope clearly marked "RFP #2026-01 Advertising Concession Services" to the attention of Nicole C Schoening, CPA, SFO, Business Administrator, and are due in the business office by **10:00 am, THURSDAY, SEPTEMBER 4, 2025.**

The Board of Education shall not be responsible for the loss, non-delivery, late delivery or physical condition of RFPs sent by mail or courier service.

Respondents are 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. The Board of Education reserves the right to reject any non-responsive proposals or all proposals, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

BY THE ORDER OF THE BOARD OF EDUCATION: Nicole C Schoening, CPA, SFO, School Business Administrator.

PROPOSAL RFP 2026-01

ADVERTISING CONCESSION SERVICES

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

Nicole C Schoening, CPA, SFO
School Business Administrator/Board Secretary
Mount Olive Township Board of Education
227 US Route 206, Suite 10
Flanders, NJ 07836
Email: nicole.schoening@motsd.org

Proposals must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of the Mount Olive Township Board of Education **on or before** the date and time indicated below.

The envelope is to bear the following information:

Title:	Advertising Concession Services
Proposal Number	RFP 2026-01
Name and Address of Vendor	
- Proposal Opening Date	THURSDAY, SEPTEMBER 4, 2025.
Proposal Opening Time	100:00 a.m.

The envelope must be addressed to:

Mount Olive Township Board of Education
Attention: Nicole C Schoening, CPA, School Business Administrator/Board Secretary
227 Route 206, Suite 10, Flanders, NJ 07836

Location of Proposal Opening

Mount Olive Township Board of Education
227 Route 206, Suite 10, Flanders, NJ 07836

The proposal opening process will begin on the advertised date and time at the Mount Olive Township Board of Education, 227 Route 206, Suite 10, Flanders, NJ 07836. Proposals may also be submitted to the School Business Administrator/Board Secretary or designee at the proposal opening meeting in the Board Meeting Room prior to the advertised date and time. The School Business Administrator/Board Secretary shall publicly receive and open all proposals on the advertised date and time.

No proposals shall be received after the time designated in the advertisement.

The Board of Education does not accept electronic (e-mail) submissions of Competitive Contracting proposals.

All vendors are 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.

Financial Guarantee – NOT REQUIRED

Each proposal shall be accompanied by a bid bond, cashier's check, or certified check made payable to the ANYTOWN Board of Education, for ten percent (10%) of the amount of the total contract, but not in excess of twenty thousand dollars (\$20,000.00).

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders (proposers) shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification are requested to 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 disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b) and/or N.J.S.A. 18A:18A-22 and to waive minor informalities or non-material exceptions.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq., and N.J.A.C. 5:34-1 et seq.

ETHICS IN PURCHASING STATEMENT TO VENDORS

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases

The Board of Education desires 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 the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

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

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

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, not an official or employee of the Board of Education.

ADVISORY INFORMATION FOR VENDORS

PROMPTNESS OF PROPOSAL SUBMITTAL

The vendor must ensure that their proposal is submitted in a sealed envelope to the Office of the School Business Administrator/Board Secretary on or before the advertised proposal date and time. The advertised proposal date and time for this proposal is on **THURSDAY, SEPTEMBER 4, 2025. @ 10:00 a.m.** No proposals shall be received after the time designated in the proposal advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm, according to the school calendar, and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Vendors may also submit proposals to the School Business Administrator/Board Secretary at the proposal opening meeting held in the Board of Education Meeting Room prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

PARKING

Parking is at a premium near the Board of Education Administration Building. Allow enough time to locate a space.

MAIL

Mail is brought to the Board Offices in mailbags at approximately **10:00 a.m.** each day. It is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately **11:30 a.m.**

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting proposals to the Business Office on the top floor because of security clearance.

HAND DELIVER PROPOSALS – SUGGESTED PRACTICE

Considering the aforementioned in mind, the Board suggests that vendors arrange to hand-deliver their proposal to the Office of the School Business Administrator before the advertised date and time. Please understand that proposals arriving after the advertised proposal date and time for any reason cannot be accepted, opened, or considered.

DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL GOODS AND SERVICES

Vendors are reminded that various documents are to be submitted with the proposal package. The BOARD provides a list of the documents to be submitted.

- Acknowledgment of Addenda Issued
- Affirmative Action Certificate of Employee Information Report
- Assurance of Compliance Statement
- Bid Financial Guarantee (Only if Required)
- Proposal Form--Signed
- Certificate or Consent of Surety (Only if Required)
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Statement of Ownership

Failure to submit the required documents will result in the proposal being disqualified and rejected for non-responsiveness pursuant to N.J.S.A. 18A:18A-2(y).

The BOARD requests that the documents specified below be submitted with the proposal package. However, they MUST be submitted prior to award, except the Affirmative Action Certificate of Employee Information Report, which must be submitted prior to the contract's execution following the Notice of Award.

- Business Registration Certificate
- Iran; Disclosure of Investment Activities
- Russia or Belarus; Certification Prohibited Activities

VENDOR'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the vendor's responsibility 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 on the Board of Education will be absolved from responsibility for the premature opening of any improperly labeled and sealed proposal.

REMINDER!

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

Item	Yes	No
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
Have you prepared all the documents for submission?		
Did you make a copy of the CC/RFP package for your records?		
Did you submit a CC/RFP Guarantee when required? <input type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED		
Did you submit a Consent of Surety when required? <input type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED		
Did you correctly address the envelope and seal it properly?		
Have you allowed ample time for the CC/RFP to reach the Board of Education?		



MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION
227 US Route 206, Suite 10
Flanders, NJ 07836

COMPETITIVE CONTRACTING

RFP# 2026-01

ADVERTISING CONCESSION SERVICES

GENERAL

SPECIFICATIONS

Nicole C Schoening, CPA, SFO
Business Administrator/Board Secretary
nicole.schoening@motsd.org

Competitive Contracting/Request for Proposals (RFP) #2026-01

ADVERTISING CONCESSION SERVICES

PROPOSALS ARE TO BE SUBMITTED TO:

Nicole C Schoening, CPA, SFO
Business Administrator/Board Secretary
Mount Olive Township Board of Education
227 Route 206, Suite 10, Flanders, NJ 07836

BY: **10:00 a.m.** PREVAILING TIME

ON: **THURSDAY, SEPTEMBER 4, 2025.**

The proposals may be delivered by mail, delivery service, or in person. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed, and the contents will be announced at the proposal opening meeting.

Envelope Label Information

All vendors are to label the cover of the sealed envelope as follows:

Title:	Advertising Concession Services
CC Number	RFP 2026-01
District	Mount Olive Township Board of Education
Name and Address Vendor	
Proposal Due Date:	Tuesday, August 5, 2025
Proposal Opening Time:	10:00 a.m.

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

PROPOSAL OPENING

All proposals will be publicly received and unsealed by the School Business Administrator/Board Secretary at the Mount Olive Township Board of Education, 227 Route 206, Suite 10, Flanders, NJ 07836, and read beginning at 10:00 a.m. on Tuesday, August 5, 2025. Vendors and/or their authorized agents are invited to be present at the RFP opening. Each vendor is responsible for ensuring their proposal is complete and presented to the School Business Administrator before the advertised date and time. No proposals shall be received or accepted by the Board of Education after the advertised date and time.

1. AFFIRMATIVE ACTION REQUIREMENTS

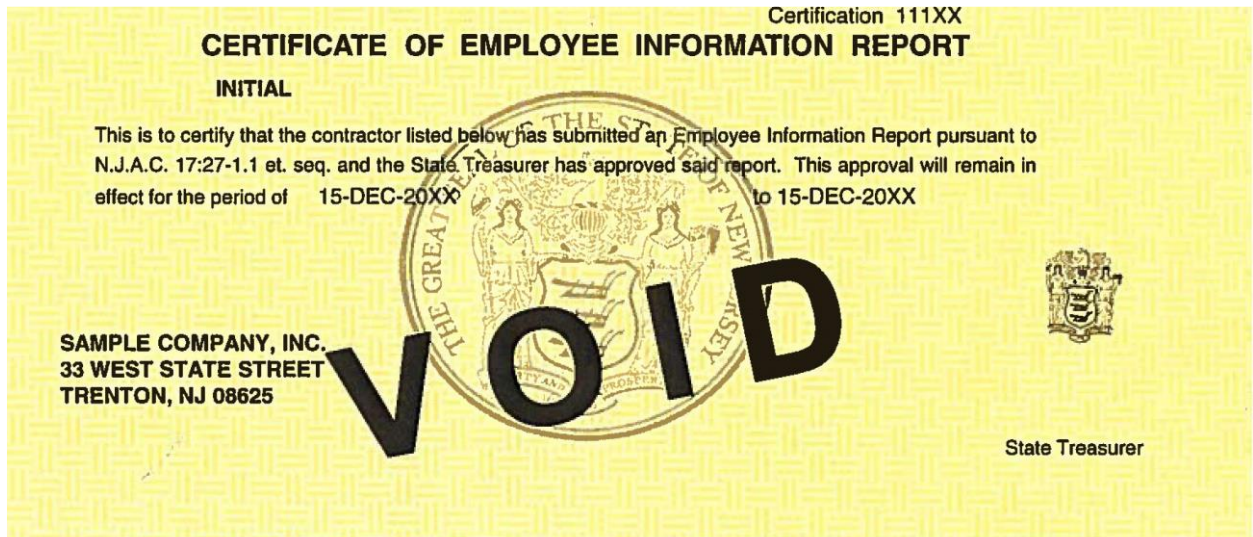
Each successful company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Letter of Federal Affirmative Action Plan Approval indicating that the vendor is 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
- The successful vendor (vendor) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the 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 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 vendors are **requested** to submit a copy of their business entity's Certificate of Employee Information Report with their response. Failure to submit the Certificate or other required documentation prior to the award of the contract will result in the proposal being rejected.

2. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 5121 01 et seq.

3. AMERICAN GOODS (N.J.S.A. 18A:18A-20)

In accordance with N.J.S.A. 18A:18A-20, only manufactured and farm products of the United States, wherever available, are to be used with this contract.

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

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

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

N.J.S.A. 10:2-1. Anti-discrimination 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 (N.J.S.A. 18A:18A-51 et seq.).

6. ASSURANCE OF COMPLIANCE FORM

During the performance of this contract, a contracted service provider may come in contact with school district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the Board of Education requires vendors to sign a statement of Assurance of Compliance and acknowledge their understanding of the requirements listed below.

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1
- Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

As part of this proposal, all vendors are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

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. BRAND NAME OR EQUIVALENT APPLICABLE NOT APPLICABLE

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent." Where a vendor submits an equivalent, it shall be the responsibility of the vendor to document the equivalence claim. Failure to submit such documentation shall be grounds for rejecting the claim of equivalence.

The vendor is responsible for demonstrating the equivalency of the items offered.

9. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, the Board of Education is prohibited from entering into a contract with an entity unless the vendor and each subcontractor that is required by law to be named in a proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All vendors responding to requests for proposals are requested to submit a copy of their "New Jersey Business Registration Certificate" with their response package as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all vendors that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the disqualification of the vendor.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Board with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who, in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.


(2) 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.

(3) The contractor and any subcontractor providing goods or performing services under the contract, 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Before final payment is made under the contract, the contractor shall submit to the Board of Education a complete and accurate list of all subcontractors used and their addresses.


N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

Sample Business Registration Certificates

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Acting Director
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

10. CERTIFICATE (CONSENT) OF SURETY REQUIRED NOT REQUIRED

When required, each vendor 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 a 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 sign the Certificate (Consent) of Surety by either the Surety or Principal and/or failure to submit the properly executed Certificate (Consent) of Surety with the proposal shall be deemed cause for the vendor's disqualification.

11. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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:

- **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.

- **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.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

12. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of the 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 proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. 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.

13. DEBARMENT; SUSPENSION; DISQUALIFICATION; N.J.A.C. 17:19-4.1 et seq.

The Board of Education will not enter into a contract for work with any person, business entity, 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.nj.gov/treasury/revenue/debarment/index.shtml

Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All vendors are required to certify on the Contractor/Vendor Questionnaire and Certification Form, indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusions)

14. DOCUMENTS MISSING/ILLEGIBLE

The vendor shall familiarize themselves with all forms provided by the Board that are to be returned with the proposal. If any forms are missing or illegible, it is the responsibility of the vendor 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.

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board of Education 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 of the vendor and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by the Board of Education

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Disclosure of Investment Activities in Iran
- Non Collusion Affidavit
- Proposal Form
- Russia Belarus; Prohibited Activities Form
- Statement of Ownership
- Federal Certifications—when applicable

*Please check your RFP package for these forms!

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$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 \$2,500.00 or less, the offender is guilty of a crime of the fourth degree. Vendors should be aware of the following statutes.

N.J.S.A. 56:9-11 Violations, crime; grading.

- a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.
- b. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value less than \$1,000,000.00 shall be guilty of a crime of the third degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value equal to or greater than \$1,000,000.00 shall be guilty of a crime of the second degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation **involving bid rigging on public contracts**, regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty. In the event a contractor has knowledge that a public servant has solicited a benefit in violation of law, it is the responsibility of the bidder/contractor to report it to the appropriate authorities.

N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

18. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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

Financial Guarantee

REQUIRED NOT REQUIRED

Each proposal, when required, shall be accompanied by a bid bond, cashier's check, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the ANYTOWN Board of Education. Such deposit shall be forfeited upon refusal of a vendor to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee checks for unsuccessful vendors 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 and sign the financial guarantee shall be cause for the vendor's disqualification and rejection of the proposal.

19. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

20. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

The successful business entity will not render any service unless the entity receives an approved purchase order authorizing the service to commence.

- **Award of Contract**

The Board of Education intends 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).

- **Contract**

Return of Contracts and Related Contract Documents--When required

Upon notification of the contract awarded by the Board of Education, the vendor shall sign and execute a formal contract agreement between the Board of Education and the vendor when required.

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

If the Board of Education does not require a formal contract, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may cause a delay in payment for services rendered or products received or the annulment of the award by the Board of Education.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may renew a contract for services in full accordance with N.J.S.A. 18A:18A-42 for one (1) additional two (2) year or two (2) additional one (1) year periods except as provided by N.J.S.A. 18A:18A-42. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The terms and conditions of the contract remain substantially the same. All multi-year contracts and 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.

- **Term of Contract**

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

- **Purchase Order Required; Notice to Proceed**

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

21. INSURANCE AND INDEMNIFICATION_ REQUIRED NOT REQUIRED

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supply of goods 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 with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

When required, the vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

Mount Olive Township Board of Education
c/o School Business Administrator/Board Secretary
227 Route 206, Suite 10
Flanders, NJ 07836

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“The Mount Olive Township Board of Education is named as an additional insured.”

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 to the Board of Education. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

Indemnification

The vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board of Education and its agents, employees, and Board members, from and against all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The vendor is to assume all liability for every sort of incident to the work, including property damage caused by their workers or by any subcontractor employed by the vendor or any of the subcontractor's workers.

22. INSURANCE; PROFESSIONAL LIABILITY – Required Not Required

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse, or Molestation coverage, the successful vendor to whom the contract is awarded shall secure, pay the premiums for, and keep in force until the contract expires insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful vendor shall provide to the board of education an insurance certificate with the name of the certificate holder shall be as follows:

Mount Olive Township Board of Education
c/o School Business Administrator/Board Secretary
227 Route 206, Suite 10
Flanders, NJ 07836

23. INTERPRETATIONS AND ADDENDA

Vendors are expected to examine the RFP and observe all their requirements. Every request for interpretations should be made in writing to the School Business Administrator. It must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the vendors by certified mail or certified fax by seven (7) days, Saturdays, Sundays, and holidays excepted prior to the date for acceptance of

proposals. All addenda so issued shall become part of the contract document. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

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

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

- **N.J.S.A. 52:32-57**, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

- **N.J.S.A. 52:32-58: Certification Required.**

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **to certify, prior to the time a contract is awarded** and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The Board of Education has provided within the specifications, a Disclosure of Investments Activities in Iran 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. Such certification is required to be submitted prior to the contract being awarded.

25. 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 his contract.

26. NON-COLLUSION AFFIDAVIT

The Board of Education requests that a notarized Non-Collusion Affidavit be submitted with the proposal. The vendor/vendor has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential vendors, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal and that all statements contained in the said proposal and 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 the said proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The vendor 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 vendor.

The Board of Education has provided a Non-Collusion Affidavit form within the specifications package. The Board requests that all vendors complete, sign, have their signature notarized, and submit the form with the proposal response.

27. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days from the receipt of the goods or the rendering of services and in accordance with N.J.S.A. 18A:18A-10.1, 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 the order of services. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and/or services have been rendered. 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.

28. PERFORMANCE BOND

REQUIRED **NOT 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 the Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board of Education 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 Board of Education 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 Board of Education 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 Board of Education.

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 Board of Education of such default. The successful vendor shall execute a 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 vendor within ten (10) days after the receipt by the successful vendor 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.

- **Chapter 271 Political Contribution Disclosure Form**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 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 **\$200 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.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their bid/proposal.

30. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

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

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

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

- **Chapter 271 Political Contribution Disclosure Form – Required --N.J.S.A. 19:44A-20.26 (a)**

All business entities must submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board of Education 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.

Failure to provide the completed and signed form may cause the vendor to be disqualified.

31. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

32. PRESENTATION AND INTERVIEWS

The Board of Education may, at its option, require vendors of its choice to attend interviews to allow the vendors to clarify their submissions. This process, pursuant to N.J.A.C. 5:34-4.3 (d) (3), may only occur 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)

33. PRE-SUBMISSION OF PROPOSAL MEETING SCHEDULED NOT SCHEDULED

If the Board of Education decides to schedule a pre-submission of proposal meeting, the Board will hold a pre-submission of proposal meeting on

Date _____ Time _____
Location _____

The Pre-Proposal Submission meeting is an important part of the procurement process. It permits all proposers to have an equal understanding of the procurement/contracting requirements and the scope of work involved. Although Pre-Proposal Submission meetings are not mandatory, all potential proposers are strongly encouraged to attend. Please review the Technical Specifications for a Pre-Proposal Submission meeting announcement.

PRE-SUBMISSION OF PROPOSAL MEETING

- **Addenda**

Any or all changes to the specifications discussed as a result of the Pre-Proposal Submission meeting will be formalized in the form of a written addendum to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21 (c) (2). It is anticipated that the Pre-Proposal Submission meeting (if any) scheduled for this project will have an agenda format such as:

- **Registration Period**

All attendees will be asked to register to attend this meeting. Attendance will be recorded.

- **Review of Procurement/Contracting Requirements—School Business Administrator**

The School Business Administrator will review the major components of the proposal's procurement and contracting requirements.

- **Scope of Work**

The School Business Administrator and other administrators will review the scope of the work.

- **Walkthrough of Facility/Site**

The School Business Administrator and other administrators may conduct a facility site walkthrough with all interested parties.

- **Questions; Clarifications—Official Addenda Process**

Potential vendors are permitted to ask questions during the process. Questions of substantial measure or requiring clarification of work to be completed may be answered at the meeting; however, the District shall answer all such questions in writing in the form of an official addendum.

Answers to questions, interpretations, or supplemental instructions will be distributed as a written official addendum to the specifications.

34. 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
Workplace, Health and Safety
Right to Know Unit CN 368
Trenton, New Jersey 08625-0368

35. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

The Board has provided, within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus 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. The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.

36. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or **school district**, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate 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.

The included Statement of Ownership shall be completed and submitted with the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the proposal (bid) as it cannot be remedied after proposals have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

37. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or services 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 may require the following documents to be secured from all approved subcontractors:

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

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

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

38. 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. Vendors should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to 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, services, 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 the 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, or equipment.

39. TERMINATION OF CONTRACT

If the Board of Education determines that the vendor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the vendor 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 vendor from potential liability for damages caused to the District by the vendor's breach of this agreement. The Board may withhold payment due to the vendor and apply the 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 vendor 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.

40. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

The School Business Administrator may consider a written request from a vendor to withdraw a proposal if the School Business Administrator receives the written request before the advertised time of the proposal opening. Any vendor who has been granted permission by the School Business Administrator to have their proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That vendor 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 vendor to withdraw a proposal if the School Business Administrator receives the written request 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 the contractor made an error or omission and that the error or omission was a substantial computational error or unintentional omission, or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, or other interested party for the project (if applicable), and/or the Board Attorney, and a recommendation will be made to the Board of Education.

If the Board of Education grants permission to withdraw the proposal, 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 the property of the Board of Education.



MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION
227 US Route 206, Suite 10
Flanders, NJ 07836

COMPETITIVE CONTRACTING

RFP# 2026-01
ADVERTISING CONCESSION SERVICES

PROPOSAL DOCUMENTS

All documents in this section shall be completed, signed, and submitted with the proposal package unless otherwise so stated.– Failure to submit the proposal documents and other specified documents may cause the vendor's disqualification and rejection of the proposal for being non-responsive.

Nicole C Schoening, CPA, SFO
Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

Title of Proposal

Proposal No. RFP 2026-01

Proposal Date: THURSDAY, SEPTEMBER 4, 2025.

The Vendor acknowledges receipt of the hereinafter enumerated Addenda issued during the proposal period and agrees that they shall become a part of this contract. The Vendor shall list below the numbers and issuing dates of the Addenda.

ADDENDUM NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Business Entity _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

This form is to be completed and returned with the proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

Goods and Services Contracts

Proposal No. **RFP 2026-01**

Proposal Date: **THURSDAY, SEPTEMBER 4, 2025.**

The Board of Education requests that this form be completed and returned with the proposal. However, the Board will accept an Affirmative Action Evidence Certificate of Employee Information Report in lieu of this questionnaire.

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 an 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:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance)

Select "Online Submission/Payment of EE/AA Employee Information Report" and Please follow all the "Online Submission Instructions."

If completing the forms manually, please mail your forms and the \$150.00 certificate fee in the form of a check or money order, made payable to: "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury
Division of Purchase and Property Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206 Trenton, NJ 08625-0206

Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the proposal being rejected.

Name: _____

Signature _____

Title _____ Date _____

Name of Business Entity _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE FORM

Assurance of Compliance Form

During the performance of this contract, a contracted service provider may come in contact with district students. The district fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, if the Board of Education requires bidders to sign a statement of Assurance of Compliance, they must acknowledge their understanding of the below-listed requirements and the bidder's assurance of compliance with these listed requirements.

Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)

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.

Criminal History Background Checks N.J.S.A. 18A:6-7.1

When applicable, the contracted service provider shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who 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 proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. See NJDOE Broadcast 9/9/19

Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

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 Business Entity _____

Name of Authorized Representative _____

Signature _____ Title _____

As part of this CC/RFP, all vendors are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

Mount Olive Township Board of Education

**CHAPTER 271
POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)
N.J.S.A. 19:44A-20.26**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions (more than \$200 per election cycle) to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract.

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient	Name of Contributor

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

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Name of Authorized Agent _____
Signature _____ **Title** _____
Business Entity _____

CC/RFP 00-00

The Board of Education requires that this form be completed and returned with the proposal.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 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 **\$200 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 Ownership 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.**
July 20, 2023

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

INSERT LIST OF AGENCIES WITH ELECTED OFFICIALS

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal No. **RFP 2026-01**

Proposal Date: **THURSDAY, SEPTEMBER 4, 2025.**

Title of Proposal

Name of Business Entity _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Unique Entity Identifier (If Applicable) _____ CAGE Code (if applicable) _____

References – Services previously done for School Districts in New Jersey

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

VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of the ANYTOWN 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, business entity, or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business entity, corporation, association, or partnership offered or paid any fee, commission, or compensation or offered any gift, gratuity, or other things of value to any school official, board member, or employee 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) concerning vendor contributions to school board members.

Debarment Certification

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

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

This form is to be completed and returned with the proposal.

ANYTOWN BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 1)

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER PROPOSER NAME _____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

CHECK THE APPROPRIATE BOX

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

Or

- I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

PART 2 ADDITIONAL INFORMATION

Please Provide Further Information Related to Investment Activities in Iran.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

ANYTOWN BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 2)

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the **Anytown Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Anytown Board of Education** to notify the **Anytown Board of Education** in writing of any changes to the answers of information contained herein.

I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Anytown Board of Education** and that the **Anytown Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form must be completed, certified, and submitted prior to the contract award. The Board of Education requests this form be submitted with the CC/RFP package.

Name of Vendor, Bidder, or Proposer _____
Print Full Name

Authorized Agent _____ Title _____

Signature _____ Date _____

NON-COLLUSION AFFIDAVIT

Title of Proposal

Proposal No. RFP 2026-01

Proposal Date: THURSDAY, SEPTEMBER 4, 2025.

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 _____
Position in Business Entity Name of Business Entity

I am the vendor making the Proposal for the above names contract, and I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named proposal, and that all statements contained in the said proposal and 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 Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

This form is to be completed and returned with the proposal.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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 owns 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):

Name of Individual or Business Entity	Address

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.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

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 **ANYTOWN 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.

Full Name (Print):		Title:	
Signature:		Date:	

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.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

**ANYTOWN BOARD OF EDUCATION
N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendorⁱ") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

The Board of Education requests that this form be completed and returned with the proposal.

**APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990**

Equal Opportunity for Individuals with Disability

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

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

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

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

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

**APPENDIX B
EXHIBIT A**

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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



MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION
227 US Route 206, Suite 10
Flanders, NJ 07836

Competitive Contracting
Request for Proposal
RFP# 2026-01
ADVERTISING CONCESSION SERVICES

TECHNICAL
SPECIFICATIONS

Nicole C Schoening, CPA, SFO
Business Administrator/Board Secretary
nicole.schoening@motsd.org

Introduction:

The Mount Olive Township Board of Education is soliciting sealed proposals from qualified vendors for the exclusive right to sell, manage, and maintain advertising within designated areas of district-owned athletic facilities, including scoreboards and other approved locations for the duration of the 2025-26 school year with an option to extend for an additional 3 years.

This RFP pertains strictly to advertising services. No proposals involving the purchase, provision, or installation of a scoreboard or any new equipment will be accepted.

Proposal Requirements

Respondents must include the following in their submissions:

1. Advertising Strategy – A plan outlining how the proposer will recruit and manage advertisers.
2. Revenue Sharing – A detailed proposal for sharing advertising revenue with the Board.
3. Experience – Documentation of experience managing school district or municipal advertising programs.
4. References – At least two references from similar projects.
5. Compliance – Acknowledgment of the Board's right to approve all advertising content.
6. Timeline – A proposed schedule for launching the advertising program
7. Cost Proposal – What costs, if any, would the Board be responsible?

All proposals shall become the property of the Board and shall not be returned. All proposals will become public information and shall be subject to the disclosure by the Board pursuant to applicable laws requiring disclosure of public documents.

All advertising procured by the successful vendor shall be subject to the approval of the Board in its sole discretion. The successful proposer shall not have any claim against the Board based upon the Board's failure to approve an advertisement or advertiser.