

SWEDESBORO-WOOLWICH SCHOOL DISTRICT

RFP 26-002 - SCHOOL PHYSICIAN

OVERVIEW

The Swedesboro-Woolwich Board of Education is currently soliciting requests for proposals to procure the services of a physician to serve as a school physician/medical officer for the Swedesboro-Woolwich School District.

The Swedesboro-Woolwich School District is comprised of four schools housing students in grades PK through 6. The district currently serves approximately 1604 students and 273 staff members.

The School Physician will report to the Superintendent of Schools and work collectively with the six (6) school nurses. The successful School Physician must be licensed by the New Jersey Board of Examiners in medicine or osteopathy whose training and scope of practice includes child and adolescent health and development. They must possess knowledge, training, or experience in the services required and applicable to school districts. Also, the School Physician must furnish proof of a criminal history background check approved by the State of New Jersey.

REPRESENTATIONS

The physician will represent, with the understanding that the Board will rely upon such representations, the following:

1. Each physician who provides service under the agreement is currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and whose training and practices include child and adolescent health and development.

2. Each physician, as required by N.J.A.C. 6A:16-2.1, has undergone a criminal background check in accordance with N.J.S.A. 18A6-7.1. Prior to any physician providing services under this agreement, the Physician shall provide written documentation to the Business Administrator confirming that the physician has submitted to the said criminal background check and has been qualified to provide services.

3. To the fullest extent permitted by law, the Physician shall indemnify and hold harmless the Board, its officials, employees, and agents from and against all claims, suits or actions, and damages or expenses, including but not limited to reasonable attorneys' fees, resulting from negligent acts or omissions on the part of the Physician, its agents, servants or individual physicians in the performance of this Agreement or provision of services hereunder.

4. Physician understands and agrees that it is acting as an independent contractor in the performance of its services hereunder, and nothing contained herein shall be deemed to create an employment relationship or an agency relationship between Physician, or any of its member's officials, employees, or consultants, and the Board. Physician understands that it, and not the Board, is responsible for the payment of any Federal, state or local income taxes, social security taxes, unemployment insurance payments, and similar items relating to the payments that may be made by the Board to the Physician under this Agreement.

5. During the term of this Agreement, Physician agrees to comply with the affirmative action provisions of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1, the applicable provisions of which shall be deemed incorporated herein by this reference. Upon the execution of this Agreement, Physician shall submit to the Board the documentation required by those provisions.

6. The school physician agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 *et seq.* as set forth at length in Exhibit A attached hereto and made a part thereof.

7. The school physician shall agree to abide by and perform his duties in accordance with the ethics of the medical profession and all federal, state and municipal laws, rules, regulations and ordinances regulating the practice of medicine. The school physician shall possess a moderate degree of knowledge, training or experience in the services required and applicable to school districts.

PURPOSE

In accordance with N.J.S.A.19:44A-20.4 et seq., the Swedesboro-Woolwich Board of Education is requesting proposals (RFP) from physicians licensed to practice medicine in the State of New Jersey that wish to provide medical counsel and services to the Swedesboro-Woolwich Board of Education as directed by the Board. It is the intention of the Swedesboro-Woolwich Board of Education to appoint Physicians to provide medical services to the Board of Education beginning May 1, 2026 through June 30, 2027 which may be renewed on an annual basis thereafter. Under Title 18a-18a-5 (1) professional services are not required to be bid or advertised and the Board is not required to award on the basis of lowest price and will award based on criteria as outlined in this request for proposals. The requests are being made to ensure the District receives the highest quality service at a fair and competitive price.

SCOPE OF SERVICE

The district is seeking an annual cost proposal to include but not limited to all of the following services as described in items (1-20) pursuant to N.J.A.C. 6A:16-2.3:

1. Consultation in the development and implementation of school district policies, procedures and mechanisms related to health, safety and medical emergencies pursuant to N.J.A.C. 6A:16-2.1(a).
2. Consultation to school district medical staff regarding the delivery of school health services, which includes special health care needs of technology supported and medically fragile children, including students covered by 20 U.S.C. §1400 et seq., Individuals with Disabilities Education Improvement Act.
3. Physical examinations conducted in the school physician's office or other comparably equipped facility for students who do not have a medical home or whose parent has identified the school as the medical home for the purpose of a sport's physical examination.
4. Provision of written notification to the parent stating approval or disapproval of the student's participation in athletics based upon the medical report.
5. Direction for professional duties of other medical staff.
6. Written standing orders that shall be reviewed and reissued before the beginning of each school year.
7. Establishment of standards of care for emergency situations and medically-related care involving students and school staff.
8. Assistance to the certified school nurse in conducting health screenings of students and staff and assistance with the delivery of school health services.
9. Review, as needed, of reports and orders from a student's medical home regarding student health concerns.
10. Authorization of tuberculin testing for conditions outlined in N.J.A.C. 6A:16-2.2(c).
11. Review, approval, or denial with reasons of a medical home determination of a student's anticipated confinement and resulting need for home instruction. Review, approve or disapprove home instruction recommendations of student's personal physician.
12. Consultation with the school district certified school nurse(s) to obtain input for the development of the school nursing services plan pursuant to N.J.A.C. 6A:16-2.1(b).
13. Be available during normal business hours for consultation with school nurses or administrators so as to provide input for students who are chronically ill and/or are on extended absences. This may include speaking with the student's treating physicians personally to provide background information for school personnel.
14. Return all phone calls to school nurses or administration within 24 hours.
15. Review AED policy and procedures.
16. Cooperate with public health officials with regard to communicable diseases.
17. Recommend adjustments of educational program to meet the health needs of individual students. Consult with 504-committee and/or Child Study Team.
18. Upon the Superintendent's request, provide off-site examination of employees to determine ability to return to work after illness for the suitability of an employee to continue working in his/her present job.
19. Meet annually with Superintendent and/or School Business Administrator and health staff to review the district's health services.

20. Administer a district-wide flu shot clinic for all staff each fall on a mutually agreed upon date and time.
21. Serve as a school district liaison to the state and local departments of health and community health agencies.
22. Other medical services as the parties may mutually agree

The Swedesboro-Woolwich Board of Education shall award a contract to the firm or individual that best meets the needs and interests of the Board.

QUALIFICATIONS OF RESPONDENTS

ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned including a listing of experience (if any) with the Swedesboro-Woolwich Board of Education and/or experience with other New Jersey Boards of Education. Experience as a School Physician for a K-6 and/or K-12 district is preferred.
3. A statement concerning the ability of the individual to perform tasks assigned by the Swedesboro-Woolwich Board of Education in a timely fashion.
4. Professional licenses and certifications held by the individual(s) to be assigned including the student athlete cardiac professional development module.
5. A copy of physician license(s) issued by the State of New Jersey.
6. A description of the support staff available to the individual(s) to be assigned.
7. A copy of a Certificate of Insurance, issued by an insurance carrier licensed in the State of New Jersey, for the individual showing a minimum amount of \$1MM/2MM professional liability insurance and all other insurance coverage shall be required upon award of contract.
8. A list of three professional references with addresses and telephone contact numbers. Two must have direct knowledge relating to your experience in the requested service.
9. A copy of your New Jersey Certificate of Employee Information Report approval pursuant of N.J.A.C. 17:21-1.1 et.seq. or a completed Form AA-302 Initial Employee Information report.
10. A copy of your New Jersey Business Registration Certificate.
11. Evidence that a principal office location in close proximity to the Board of Education so as to be able to respond to emergent matters promptly.

CONTRACT PERIOD

The term of contract for School Physician RFP shall be from May 1, 2026 through June 30, 2027. This contract may be renewed at an annual basis thereafter.

COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the office of:

Korey Jeffries, Business Administrator
15 Fredrick Blvd.
Woolwich Twp, NJ 08085
kjeffries@swsdk6.com

PRESENTATION PACKAGE – Submit the RFP Response

The Swedesboro-Woolwich Board of Education seeks from all participating respondents' information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP. The following shall be included in the presentation package:

I. TECHNICAL CRITERIA

A. Description of Services

All respondents should list all services to be rendered with their explanation in detail of how the services will be provided in alignment with the principles of the Whole Child. Respondents by submitting a proposal acknowledge that they fully understand the scope of work, activity and service.

II. MANAGEMENT CRITERIA

A. Transmittal Letter – Proposal

Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by the Board of Education.

B. Qualifications: Relevant Experience

All respondents shall submit evidence and documentation highlighting qualifications and experience they have that will assist the district in the evaluation and selection process.

III. COST CRITERIA

A. Fee Proposal

All respondents are to submit a fee proposal that complements the service that is being requested. If the district requests an hourly, daily, weekly rate or per case, per evaluation rate or even a lump sum rate, then the fee proposal submitted by the respondent must be the same.

The school district uses a purchase order system for payment to professionals. The School Physician selected will be paid in (14) monthly installments of the fee proposal that is accepted. Following a renewal of the contract, the Physician would then be paid in (12) monthly installments of the fee proposal that is accepted.

The letter of transmittal is to be addressed and mailed to:

Korey Jeffries
Business Administrator
Swedesboro-Woolwich Board of Education
15 Fredrick Blvd.
Woolwich Twp, NJ 08085

Reminder: The Letter of Transmittal and the Presentation Package are to be submitted with the RFP package.

SUBMISSION OF RFP PACKAGE

All responses to this Request for Proposals (which must include both the Presentation Package and Required Forms Package) are to be addressed to:

Korey Jeffries
Business Administrator
Swedesboro-Woolwich Board of Education
15 Fredrick Blvd.
Woolwich Twp, NJ 08085

SUBMISSION DEADLINE

The deadline to submit a Response to this Request for Proposals (which must include both the Presentation Package and Required Forms Package) is:

**Tuesday, March 31, 2026
12:00 p.m.**

AWARD OF CONTRACT/SELECTION CRITERIA

It is the intention of the Swedesboro-Woolwich Board of Education to award the contract to the respondent based upon relative experience, qualifications and ability to provide the highest quality of service at fair and competitive prices.

The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Experience in providing the professional services requested by the Swedesboro-Woolwich Board of Education and references related thereto; and familiarity with the School District;
3. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the Board of Education;
4. Location (distance) of primary office in relation to the Board of Education's schools;
5. Recent, current and projected workload of the individual or firm;
6. Thoroughness and completeness of the applicant's submittal;
7. Cost of proposal.

The Swedesboro-Woolwich Board of Education shall award a contract to a firm or individual that best meets the needs and interests of the Board.

AUTHORIZATION TO WORK

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

EVALUATION PROCESS: METHODOLOGY OF AWARDING CONTRACT

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to all district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria A. Transmittal Letter B. Location to Primary Office C. Thoroughness and completeness of applicant's proposal	<u>40 points</u>
II.	Management Criteria A. Transmittal Letter B. Qualifications: Relevant Experience C. Recent, current, and projected workload of individual or firm	<u>40 points</u>
III.	Cost Criteria A. Fee Proposal	<u>20 points</u>

* The Business Office will assist in the evaluation of the Cost Criteria of all proposals received.

PERTINENT DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

- ___ Affirmative Action Questionnaire;
- ___ Stockholders Disclosure Statement;
- ___ Vendor Questionnaire/Certification;
- ___ Chapter 271 Political Contribution Disclosure Form;
- ___ Non-Collusion Affidavit; and
- ___ Investments in Iran Disclosure

DOCUMENTS TO BE SUBMITTED PRIOR TO CONTRACT AWARD

- ___ New Jersey Business Registration Certificate;
- ___ Criminal History Background Check evidence; and
- ___ Certificate of Insurance-General Liability insurance is required in an amount not less than \$2,000,000 each occurrence, \$2,000,000 aggregate naming the Swedesboro-Woolwich Board of Education as an additional insured party. Professional Liability insurance is also required in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate.

AWARD OF CONTRACT/SELECTION CRITERIA

It is the intention of the Swedesboro-Woolwich Board of Education to award the contract to the respondent based upon relative experience, qualifications and who will provide the highest quality of service at a fair and competitive price.

TERMINATION OF CONTRACT

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

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

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. Termination may be given, without cause, for termination of this contract from either party with ninety (90) days written notice.

INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretations should be made in writing to the Purchasing Agent and must be received at least ten (10) days prior to the date fixed for the opening of Proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of Proposals. All addenda so issued shall become part of the contract document.

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

Swedesboro-Woolwich Board of
Education
15 Fredrick Blvd.
Woolwich Twp, NJ 08085

Proposal Form

SCHOOL PHYSICIAN

	May 1 st , 2026- June 30- 2027
Annual Cost of proposal as outlined in Scope of Service	
Price per Exam Comprehensive Physical exam, for new staff or any second opinion, workers comp evaluation or report	
Price per Drug Test For staff member or student	

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal

Name/Title _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Phone Number _____ Extension _____

Fax No. _____ E-Mail _____

Signature _____ **Date** _____

All proposals must be received no later than **Tuesday, March 31st, 2026, 12:00 p.m.** All proposals are to be sent to:

Mr. Korey Jeffries
School Business Administrator
Swedesboro-Woolwich BOE
15 Fredrick Blvd.
Woolwich Twp, NJ 08085

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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 personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AFFIRMATIVE ACTION QUESTIONNAIRE

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

1. Our company has a federal Affirmative Action Plan approval.

_____YES _____NO

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

2. Our company has a New Jersey State Certificate of Employee Information Report.

_____YES _____NO

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

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you.

Complete the form and forward it to:

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

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

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

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

Vendor Questionnaire/Certification

**School Physician
RFP 26-02**

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

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

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

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

I certify that I am not an official or employee of the Swedesboro-Woolwich board of Education.

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.

Signature / Title _____

President or Authorized Agent

NON-COLLUSION AFFIDAVIT

School Physician

Re: Proposal for the Swedesboro-Woolwich Board of Education.

STATE OF NEW JERSEY)

Date: **Tuesday, March 31, 2026**

:ss:

COUNTY OF)

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Position in Company

of the firm of _____

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Point Pleasant Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to:

(SIGNATURE OF CONTRACTOR/VENDOR)

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

Print Name of Notary Public

NOTARY PUBLIC SIGNATURE

My commission expires _____, _____ - Seal -
Month Day Year

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

School Physician

Re: Proposal for the Swedesboro-Woolwich Board of Education.

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

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

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

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

Name of Company _____

Address _____

City, State, Zip _____

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

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

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

Signature

Date

(form continued on next page) →→→

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP
(con't)**

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

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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

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

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

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

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

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

To be completed, signed below & returned with proposal.

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

Quote Number: Bidder/Offeror:

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Signature:

Do Not Enter PIN as a Signature

Title: Date: