



# Manalapan-Englishtown Regional Board of Education

Englishtown, New Jersey

## REQUEST FOR PROPOSALS

Specifications and General Requirements

Proposal Title : Banking Services  
Proposal Number : 27-01  
Proposal Opening Date : Tuesday, April 7, 2026  
Proposal Opening Time : 10:00 a.m. (Prevailing Time)  
Proposal Opening Location : 54 Main Street  
Englishtown, NJ 07726

**Ms. Veronica Wolf**  
School Business Administrator  
Board Secretary



**MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF EDUCATION**

**Request for Proposal (RFP)**

**Banking Services  
RFP 27-01**

**The Manalapan-Englishtown Regional Board of Education hereby advertises for competitive proposals in accordance with N.J.S.A. 18A:18A-4.1 and 18A:18A-21 (a,b).**

All proposals must be received by or before **Tuesday, April 7, 2026 @ 10:00 a.m.**

• **Proposal Packages are to submitted to:**

Ms. Veronica Wolf  
School Business Administrator/Board Secretary  
Manalapan-Englishtown Regional Board of Education  
54 Main Street  
Englishtown, NJ 07726

• **Proposal Packages to be submitted in Duplicate**

Proposals must be placed in a sealed envelope/package marked as shown below on the front of the envelope/package. Proposal packages must be submitted in duplicate on the proposal submittal forms as provided, and in the manner designated. The Board of Education requires one original proposal package, one duplicate copy of the proposal package. The extra copies are necessary for processing of the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted. **Failure to properly label the proposal envelope may be cause for the rejection of the proposal.** The envelope should be labeled as shown below:

District :	Manalapan-Englishtown Regional Board of Education
Proposal Number :	27-01
Proposal Title :	Banking Services
Proposal Date :	Tuesday, April 7, 2026
Proposal Time :	10:00 a.m.
Respondent :	<i>Name of Company</i> <i>Address</i> <i>City, State Zip</i>



- **Proposal Opening Meeting**

- A. All proposals will be publicly received and unsealed by the School Business Administrator/Board Secretary opened at the Manalapan-Englishtown Regional Board of Education, 54 Main Street, Englishtown, NJ 07726, and read beginning at 10:00 a.m. on Tuesday, April 7, 2026. Respondents and/or their authorized agents, and the general public are invited to attend. It is the responsibility of each respondent to ensure that their proposal is complete and presented to the School Business Administrator/Board Secretary prior to the advertised date and time. No proposal shall be received or accepted by the Board of Education after the advertised date and time. (N.J.S.A. 18A:18A:21(b))

## **Requirements**

### **1. AFFIRMATIVE ACTION REQUIREMENTS**

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

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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

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

### **2. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR HANDICAPPED PERSONS**

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 5121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for the physically handicapped. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that respondents are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II



of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

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

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

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

**4. ANTI-DISCRIMINATION PROVISIONS (N.J.S.A. 10:2-1)**

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.



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

## **5. AWARD OF CONTRACT**

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).

## **6. BRAND NAME OR EQUIVALENT**

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the respondent desires to propose an equivalent item the respondent shall do the following:

- A. On the Proposal Form, write in ink next to the item requested, the respondent's substitute item, including brand name, model number and full description of item. This is the only change to the Proposal Form the Board will accept.
- B. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- C. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- D. Failure to provide a sample item or literature about substitutions when requested may be cause for disqualification of that item from the proposal.
- E. It is the responsibility of the respondent to demonstrate equivalency of items offered.

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

Pursuant to N.J.S.A. 52:32-44 as amended, a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

### **Request of the Board of Education**

All respondents or companies providing responses for requested proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.



**The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.**

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

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

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

**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.

**8. COMPLIANCE WITH ALL LAWS -- Where applicable**

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.



Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

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

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

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

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

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

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

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

## **10. CRIMINAL HISTORY BACKGROUND CHECKS (N.J.S.A. 18A:6-7.1)**

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

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



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

#### **11. DEBARMENT, SUSPENSION, OR DISQUALIFICATION (N.J.A.C. 17:19-1.1 et seq.)**

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

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

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

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

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

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

#### **Reminder – Original Proposal and One Copy of Proposal Package**

Proposal packages are to be submitted in duplicate on the proposed forms as provided and the manner designated. The Board of Education will accept one original proposal package, one copy of the proposal package.

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

The respondent, by submitting a proposal, acknowledges that he has carefully examined the specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect



the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

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

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

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

Respondent should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by respondents. It is a serious crime for the respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a respondent commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Respondent should consult the statutes or legal counsel for further information.

#### **16. 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.

#### **17. GENERAL CONDITIONS**

Authorization to Proceed – Successful Vendor/Contractor



No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

#### Award of Contract

It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

#### Return of Contract Documents (When Applicable)

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

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

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with any financial security becoming property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

#### Renewal of Contract; Availability and Appropriation of Funds (When Applicable)

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

#### Term of Contract

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



Purchase Order Required; Notice to Proceed

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

**18. INSURANCE AND INDEMNIFICATION**

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

General Provisions

Thirty (30) day notice of intent to cancel, non-renew or make material change in coverage.

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

**“Manalapan-Englishtown Regional Board of Education is named as an additional insured”**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and including products coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

Type of Coverage	Minimum Coverage
Workers Compensation/ Employers Liability	Workers Compensation – Statutory Limits Employers Liability : \$500,000/ \$500,000 / \$500,000
General Liability	\$1,000,000 each occurrence / \$2,000,000 Annual General Aggregate
Sexual Abuse and Molestation	\$1,000,000 each claim / \$2,000,000 Annual Aggregate
Automobile/Non Owned and Hired	\$1,000,000 Combined Single Limit of Liability
Educators Professional Liability	\$1,000,000 each claim / \$2,000,000 Annual Aggregate
Medical Professional Liability	\$1,000,000 each claim / \$2,000,000 Annual Aggregate (Only required if you are providing Nursing or Medical Professional Services)



Additional Coverage	Coverage Requested but Not Required
Umbrella Liability	\$5,000,000 each occurrence / \$5,000,000 Annual Aggregate

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the School. At the option of the School, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the School, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the School guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

To the fullest extent permitted by law, the School, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the contractor’s insurance policy, or as a separate owner’s policy.

For any claims related to this service, the Contractor’s insurance coverage shall be primary insurance as respects the School, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the School, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the School as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Notice of Cancellation

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the School, except where cancellation is for non-payment of premium, then 10 days’ prior notice shall be given.



### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by School and admitted to do business in the state in which services are to be performed, or accepted by the Surplus Lines Association to do business in that state. A Non-admitted company should have an A.M. Best's rating of A- X or higher.

### Verification of Coverage

Certificates of Insurance and amendatory endorsements effecting the coverage required by this section shall be provided to the School. The endorsements are to be signed by the person authorized by the Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the School before services are commenced. However, failure to do so shall not operate as a waiver of these insurance requirements. The School reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### Waiver of Subrogation

Contractor hereby grants to School a waiver of any right to subrogation which any insurer of said contractor may acquire against the School by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

### Indemnification

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

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

## **19. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c) (2))**

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary or the Architect/Engineer of Record and must be received by same at least ten (10) business days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda



to the specifications. The addenda will be provided by the board of education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the respondent by certified mail, certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the proposals. All addenda so issued shall become part of the contract document.

## **20. IRAN DISCLOSURE OF INVESTMENT ACITIVITIES (N.J.S.A. 18A:18A-49.4)**

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

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

The Chapter 25 list is found on the Divisions website:  
<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

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

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

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

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

## **21. NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS (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 “Vendor”) 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 a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specifically Designated National and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.



## **22. LIABILITY – COPYRIGHT**

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

## **23. NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)**

A notarized Non-Collusion Affidavit shall be submitted with the proposal. The respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

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

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

## **24. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Invoices

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



## 25. 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-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

### Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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



POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under 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, c.83 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 (a) (2) above is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

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

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

It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for proposals.

**26. PROPOSAL FORM**

All proposals are to be written in by typewriter or ink in a legible manner on the official Proposal Form. Any price showing any erasure or alteration must be initialed by the respondent in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection, so please fill out all entries with care.

*Business Organization*

Each Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the respondent, and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.



- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Proposal Form must be duly signed by the authorized representative of the company, at the end of the Proposal Form. **Failure to sign the Proposal Form may be cause to disqualify the entire proposal.** If the Proposal Form contains more than one sheet, then respondents are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any proposal on which there is any alteration to, or departure from, the specifications. Respondents are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If respondents do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular proposal as non-responsive. (N.J.S.A. 18A:18A-2(y))

The respondent also conveys by submitting a proposal that the company he represents is financially solvent, experienced in and competent to perform the type of work so specified.

## **27. RESPONDENTS RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

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

## **28. QUALIFICATION OF RESPONDENTS - Contractor Questionnaire Certification Form**

The Board of Education may make such investigations as it seems necessary to determine the ability of the respondent to perform the terms of the contract. The respondent shall complete a Contractor Questionnaire Certification Form and return same with the proposal and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

All respondents are reminded that proposals may be rejected as not being responsive pursuant to N.J.S.A. 18A:18A-2(y) and therefore respondents are asked to complete the Questionnaire and to provide any supporting documentation with the proposal package.



## **29. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS**

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

## **30. 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 and Senior Services  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368  
[www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

### NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

## **31. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said business organization, respondents 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.



The included Statement of Ownership shall be completed and attached to the 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 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.

### **32. TAXES; CONTRACTOR'S USE OF BOARD'S TAX IDENTIFICATION NUMBER—PROHIBITED**

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

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 and in particular, Contractor's Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

### **33. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or 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. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.



### **34. WITHDRAWAL OF PROPOSALS**

#### Before The Proposal Opening

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

#### After The Proposal Opening

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

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

The request to withdraw a proposal after the opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators; and the Architect/Engineer of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from submitting proposals in the future for the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.



## **TECHNICAL REQUIREMENTS**



## BANKING SERVICES

### SCOPE OF SERVICES:

The Board of Education requires the following minimum services on each of their accounts. Any charges for these services **MUST** be noted on the attached proposal form. Any variation from the minimum requirements **MUST** be noted:

1. Monthly statements of all bank accounts are due on or about the fifth business day of each month. Statement dates of all accounts are to be the last calendar day of the month. Monthly statements shall include electronic images of all cleared checks and deposits and the ability to download transaction data in both a PDF and Excel format where applicable.
2. All monthly statements must include deposits and checks cleared in check number order. Statements shall provide electronic search capability and transaction detail by date, check number, and transaction type.
3. Monthly statements shall be available electronically through secure online banking. Hard copy statements shall be available upon request.
4. Interest on all accounts of the Board of Education, regardless of balance or activity, including but not limited to the following accounts:
  - a. General Fund
  - b. Payroll
  - c. Payroll Agency
  - d. Unemployment
  - e. Workers Compensation
  - f. Self Insurance
  - g. Flexible Spending
  - h. Student Activities (5 Accounts)
  - i. Cafeteria
  - j. Petty Cash (15 accounts)
5. The bank shall support ACH file uploads, ACH debits and credits, and provide same-day ACH processing where available.
6. Monthly account analysis to include bank earnings credit, itemized fees, and interest earned to be credited to the district.
7. The bank shall provide convenient access to banking services for the district and designate a relationship manager responsible for the district's accounts. Proximity of local branch offices may be considered in the evaluation.
8. Remote Deposit, scanner equipment, technical support.
9. Eligibility to act as depository for public funds under the Governmental Unit Deposit Protection Act (GUDPA).
10. The bank shall provide compatible check printing options and disclose any associated costs for check stock, deposit slips, or related materials..
11. The online banking platform shall include multi-factor authentication, user permission controls, audit logs, and secure reporting capabilities.
12. Notification of all electronic fund transfers via secure online banking program or email, with source and purpose described.



13. The ability to process employee direct deposits for payroll, with at least two repositories per employee.
14. The bank shall propose an interest rate structure and/or earnings credit rate applicable to district balances.
15. Deposit confirmations shall be available electronically through the online banking platform.
16. Accept deposits on behalf of Board of Education from local municipality for payment of school taxes either by ACH, wire or branch deposit.
17. Returned item fees should be clearly disclosed.
18. Notification via fax or e-mail the same day of any returned items.
19. Positive Pay fraud detection service, or equivalent.

**SELECTION CRITERIA:**

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

1. Qualifications and experience of personnel assigned to manage the district's accounts, including experience providing banking services to school districts or other governmental entities.
2. Ability to perform the required services in a timely and reliable manner, including staffing, operational capacity, and implementation support.
3. Banking Technology & Security – Cybersecurity Controls/Fraud Prevention & Protection Tools.
4. Location (distance) of primary office in relation to the Board's administrative offices as well as a dedicated bank manager.
5. Thoroughness and completeness of the applicant's submittal.
6. Overall cost to the district, including transaction fees, account service charges, and the competitiveness of proposed interest rates or earnings credit rates.

The Manalapan-Englishtown Regional Board of Education reserves the right to award a contract to firm or individual that best meets the needs and interests of the Board.



The Board reserves the right to negotiate the terms and conditions of a contract with the successful firm or individual to obtain the most cost advantageous services for the Board. The Board further reserves to reject the proposal if necessary.

**TERMINATION:**

Either party may terminate the consultant agreement upon providing thirty (30) days written notice to the other party. Written notice shall be sent certified mail, return receipt requested.

**PROPOSAL AWARD:**

The Manalapan-Englishtown Regional Board of Education will award a contract for banking services based upon the most advantageous proposal provided by the bank as determined by the Manalapan-Englishtown Regional Board of Education. The Manalapan-Englishtown Regional Board of Education retains the right to decide what services/proposal is in their best interest.

**INFORMATIONAL ITEMS:**

1. **General Account** - The average daily balance of the General Account is approximately \$20,000,000. In an average month, we write 250 checks and make approximately 30 branch deposits into this account. We also have approximately 30 wire or inter-account bank transfers made monthly into and from the account.
2. **Payroll and Payroll Agency Accounts** – Although our payroll accounts are zero balance accounts, there are residual balances in each. From the payroll account, approximately 20 live checks per year are presented as well as 2,200 monthly direct deposit transactions from the payroll account, in addition to 15 deposits/transfers per month. The agency account has about 25 checks written per month, also with two inter-account transfers. Payroll direct deposit is required of all regular employees.
3. **Student Activities Accounts** – The district maintains multiple student activity accounts. There is minimal activity on all of the accounts except for year end payments for yearbooks or awards.
4. **Unemployment Account** – The Unemployment Account carries an average daily balance of approximately \$750,000. Approximately 10 checks are written annually.
5. **Self Insurance Account** – The Self Insurance Account carries an average daily balance of approximately \$170,000.
6. **Cafeteria** – The Cafeteria account carries an average daily balance of approximately \$1,200,000. Generally, 1-5 checks are written per month, 100 deposits are made each month and 50 electronic deposits are made each month.
7. **Flexible Spending and Workers Compensation** – Have minimal monthly activity, all in electronic form. Average monthly balances are \$70,000 and \$100,000 for the Flexible Spending and Workers Compensation accounts, respectively.



8. **Petty Cash Accounts** – The district maintains fifteen (15) petty cash bank accounts, each with approximately 15-20 checks presented against them annually and with a total balance for all fifteen accounts of approximately \$5,800

**A. BANKING PROFILE SUBMISSIONS:**

1. Provide two (2) current professional references with addresses and telephone contact numbers. They must have direct knowledge relating to your experience in the requested service.
2. Bank's annual financial reports, other evidence of financial stability, customer satisfaction, etc.
3. Any and all most recent SOC-1 and SOC-2 reports.
4. Evidence of participation in the Governmental Unit Deposit Protection Act insurance program (GUDPA).



**REQUIRED DOCUMENTATION  
AND  
PROPOSAL DOCUMENTS**



**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.

*(Revised: January, 2016)*



**Documentation Checklist**

The following documentation is required to be included in respondent’s submission. Proposal packages must be submitted in duplicate on the proposed forms as provided, and in the manner designated. Failure to submit any of the documents listed below with the proposal package may be cause for rejection of the entire proposal for being non-responsive (N.J.S.A. 18A:18A:2(y)). **THE DOCUMENTATION REQUIRED ON THIS SHEET SUPERCEDES ANY OTHER PART OF THE SPECIFICATIONS.** Valid dates where applicable, will be carefully checked and if found not current, may also result in an incomplete proposal and eliminate the proposal from further consideration. Please include all items, **organized as follows:**

	<b>Required Documentation</b>	<b>Documentation Included</b>	<b>Documentation NOT Included</b>
1.	New Jersey Business Registration Certificate		
2.	Technical Specification Required Documentation (see Technical Specifications)		
3.	Proposal Form*		
4.	Addenda Acknowledgement (When Applicable)*		
5.	Contractor Questionnaire / Certification*		
6.	Chapter 271 Political Contribution Disclosure Form*		
7.	Non-Collusion Affidavit*		
8.	Statement of Ownership Disclosure*		
9.	Affirmative Action Questionnaire –or – Certificate of Employee Information*		
10.	Americans with Disabilities Act—Acknowledgement*		
11.	Iran Disclosure of Investment Activities*		
12.	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus *		

***\*Proposed form included in Proposal Documents and Required Documentation section below.***

By signing below I agree that I have reviewed the instructions above and that I am in compliance with the instructions above. **This checklist must be completed, signed, and included in respondent’s submission.**

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

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

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



The undersigned having carefully familiarized himself/herself with the scope of work and conditions and having examined and fully understood the contract documents prepared by the owner, hereby affirms and agrees to enter into a contract to provide all supervision, labor, material, equipment, transportation and any and all other expenses required for the provision of Banking Services:

**Manalapan-Englishtown Regional Board of Education**

Name of Bank: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Name

Title

NOTE: The fees/formulas/services indicated in this proposal are those, which will be in effect for the duration of the contract. The rate of interest (Item 2) is for informational purposes only, but **MUST** be completed. The bidder certifies that any fees or formulas for affixing the rate of interest or providing services will remain in effect for the duration of the contract.

The bidder also certifies that, should the bank be merged, sold, or consolidated, that this agreement shall be honored and remain in full and that the bank or financial institution will be responsible for any and all costs associated with the upgrading of computer software, printers or computer chips regarding the change in bank routing numbers, logos or any other charges on the bank accounts that are deemed necessary to process banking transactions.

Please include the following information in your RFP response:

1. Description of bank’s website, including transactions that may be conducted through the site. (e.g., inter-account and wire transfers, ACH transactions, stop payment requests, current balance and transaction histories, etc.)
2. Current interest rates offered on municipal deposit accounts as of the proposal submission date.
3. Describe the formula used to determine the interest rate or earnings credit rate, including any benchmark index (e.g., Treasury Bill rate, SOFR, Fed Funds).
4. If applicable, provide any minimum interest rate guarantees offered on district accounts.



5. Indicate the method used to calculate interest (e.g., ledger balance, collected balance, or other). Provide a description of how balances are calculated.
6. Minimum balance required in account to collect interest (If applicable):
7. Describe any balance requirements, transaction limits, or restrictions applicable to district accounts. Include the bank's funds availability policy.
8. Does the bank permit redeposit of NSF items?
9. Penalties for falling below minimum balance (if applicable):
10. List of any and all bank charges and fees, whether to be assessed periodically or transactionally.
11. Describe any overdraft protection services available for district accounts.
12. Monthly maintenance charge (if applicable):
13. Transaction fees (if applicable, please list in detail):
14. Fee for daily courier/armored car services:
15. Time of day deposits and/or wires investments must be received for same day transactions.
16. Describe any enhanced banking services that would be provided to all employees of the Manalapan-Englishtown Regional School District.
17. Provide locations of bank branches in close proximity to the Manalapan-Englishtown Regional School District.
18. Provide recommendations on how the district could maximize interest earnings or earnings credits through the bank's services.
19. Describe in detail the cybersecurity protections in place for online banking and treasury management services, including but not limited to: Multi-factor authentication (MFA), Dual authorization controls for ACH and wire transfers, fraud monitoring controls.
20. Explain the Bank's liability policy in the event of unauthorized transactions, including reimbursement procedures and timelines.



21. Describe the implementation and transition process the bank will provide if selected, including account setup, online banking configuration, staff training, and expected timeline.

22. Any other features that you would like to be known.

23. All Proposals **MUST** be submitted to:

Ms. Veronica Wolf  
School Business Administrator/Board Secretary  
Manalapan-Englishtown Regional Board of Education  
54 Main Street  
Englishtown, NJ 07726

Person Completing Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**ACKNOWLEDGEMENT OF ADDENDUM**  
**(As Applicable)**

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

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

**No Addenda Received**

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

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

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



**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

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

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

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

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

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

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

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

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

References – Work previously done for School Districts 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 Manalapan-Englishtown Regional Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

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

**Vendor Certifications**

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

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

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

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

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

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



**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 19:44-20.26**

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

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

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

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

**Certification**

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

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

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

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



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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



**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 therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

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

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

**19:44A-20.26** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity 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-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than 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.19:44A-20.26.

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

David Ferber  
David Kane  
Christine Parisi

Eric Singer  
Jesse Tossetti  
Jenee Campo

Jamie Herr  
Kelly Lukacs  
Mirsad Capric



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

:SS:

COUNTY OF \_\_\_\_\_

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

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ (Position in Company)

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

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

\_\_\_\_\_  
**(Print Name of Contractor)**

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

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

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

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

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



**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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II Check the appropriate box**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a respondent 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	Home Address (for Individuals) or Business 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 respondent/proposer; that the **Manalapan-Englishtown Regional 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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**



**AFFIRMATIVE ACTION QUESTIONNAIRE**

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

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

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

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

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

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 at: [www.state.nj.us/treasury/contract compliance/](http://www.state.nj.us/treasury/contract%20compliance/)

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

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit  
EEO Monitoring P.O. Box 206  
Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

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

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

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

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



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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.

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

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

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





**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"/>		
	<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:



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

**MANALAPAN-ENGLISHTOWN REGIONAL 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 "Vendor") 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.

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*(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