

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NEW JERSEY
08852

REQUEST FOR PROPOSAL (RFP)

RFP #2024-05 - Naming Rights for South Brunswick
High School Sports Stadium Field or Sports Complex

David E. Pawlowski
School Business Administrator/Board Secretary

Submission Date:
Thursday, April 25, 2024
11:00 A.M.

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NJ 08852

Legal Advertisement

Request for Proposals

The South Brunswick Board of Education hereby advertises for competitive proposals for
RFP 2024-05 – Naming Rights to South Brunswick High School Stadium Field or Sports Complex

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

David E. Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education
231 Blackhorse Lane
Monmouth Junction, NJ 08852
Email: Steven.corso@sbschools.org

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

Title: Naming Rights to South Brunswick High Sports Stadium Field or Sports Complex
RFP No.: RFP 2024-05
Name/Address Respondent:
RFP Due Date: Thursday, April 25, 2024
RFP Deadline Time: 11:00 A.M.

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

The Board of Education reserves the right to reject any proposals, pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), N.J.S.A. 18A:18A-4(a-c), and N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

David E. Pawlowski
School Business Administrator/Board Secretary

ETHICS IN PURCHASING
Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

Vendor Certification

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

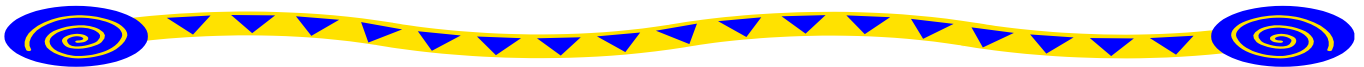
David E. Pawlowski
School Business Administrator/Board Secretary

SOUTH BRUNSWICK BOARD OF EDUCATION



REQUEST FOR PROPOSAL

GENERAL
SPECIFICATIONS



David E. Pawlowski
School Business Administrator/Board Secretary

SOUTH BRUNSWICK BOARD OF EDUCATION

Request for Proposal (RFP)

RFP 2024-05 - NAMING RIGHTS TO SOUTH BRUNSWICK HIGH SCHOOL STADIUM FIELD OR

SPORTS COMPLEX

Instructions for Respondents

PROPOSALS ARE TO BE SUBMITTED TO: David E. Pawlowski
School Business Administrator/Board
Secretary South Brunswick Board of Education
231 Blackhorse Lane
Monmouth Junction, New Jersey 08852

BY: **11:00 A.M.** PREVAILING TIME on **Thursday, April 25, 2024** by mail, delivery service or in person.
Proposals that are submitted are to be sealed.

Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District:	<u>South Brunswick Board of Education</u>
Proposal No.:	<u>RFP 2024-05</u>
Project:	<u>Naming Rights</u>
Date:	<u>Thursday, April 25, 2024</u>
Time:	<u>11:00 A.M.</u>
Respondent:	<u>Name of Company</u>
	<u>Address</u>
	<u>City, State Zip</u>

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

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

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

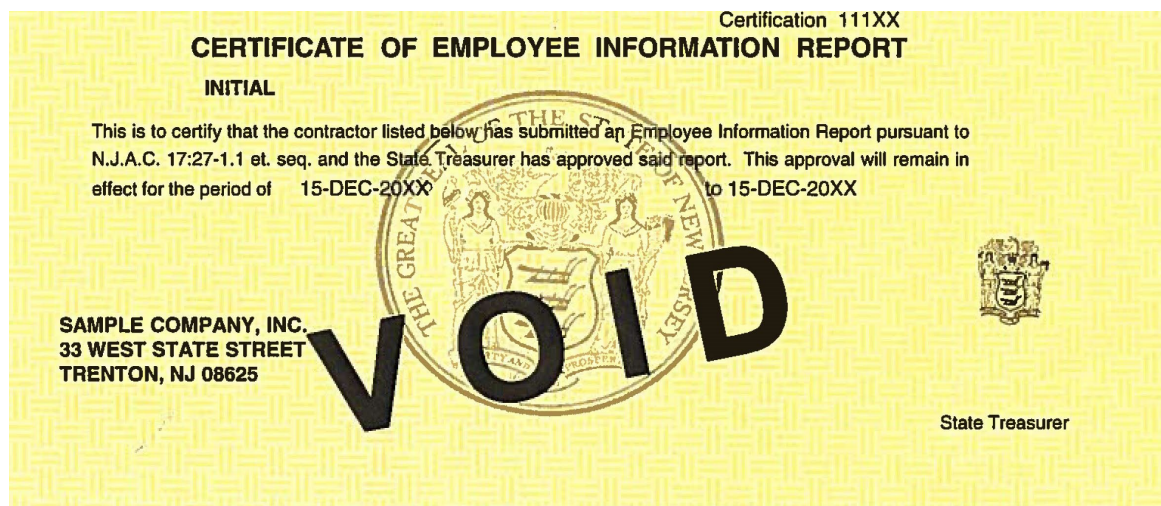
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three (3) documents:

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

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

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

Sample Certificate of Employee Information Report



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

AMERICANS WITH DISABILITIES ACT

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

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

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States.

PURPOSE

In accordance with N.J.S.A.19:44A-20.4 et seq., South Brunswick Board of Education is requesting proposals (RFP) for exclusive Naming Rights to the South Brunswick High School Sports Stadium. It is the intention of the South Brunswick Board of Education to appoint a Company to be given exclusive Naming Rights for the Sports Stadium or entire Sports Complex **for the period of July 1, 2024 – June 30, 2029**. Award will be made based on the proposal that is most advantageous to the South Brunswick Board of Education.

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

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. 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.

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

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

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

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

Request of the Board of Education

All bidders 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 the contract will result in the rejection of the proposal.

Subcontractors

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

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

During the course of contract performance:

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

2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Before final payment is made under the contract, the contractor shall submit to the board, a complete and accurate list of all subcontractors used and their addresses.

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
 TRADE NAME: CLIENT REGISTRATION
 TAXPAYER IDENTIFICATION#: 970-097-382/500
 SEQUENCE NUMBER: 0107330
 ADDRESS: 847 ROEBLING AVE
 TRENTON NJ 08611
 ISSUANCE DATE: 07/14/04
 EFFECTIVE DATE: 01/01/01
 FORM-BRC(08-01)

John S. Tully
Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
 TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

Sample Business Registration Certificates

CERTIFICATE (CONSENT) OF SURETY

REQUIRED NOT REQUIRED

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to submit or to sign the Certificate (consent) of Surety will be cause for disqualification and rejection of proposal.

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:

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

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary.

If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

Maintenance of Contract Records—N.J.A.C. 17:44-2.2

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

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

Board of Education Requirement

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

CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee whose position involves regular **contact with students**, prior to commencement of contact, may be cause for breach of contract.

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

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

COORDINATION OF ACTIVITIES

The following people will coordinate the activities for this proposal:

David E. Pawlowski, School Business Administrator/Board Secretary
Brian Redfield, Director of Buildings and Grounds
Steven Corso, Assistant School Business Administrator

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

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

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

DOCUMENTS, MISSING/ILLEGIBLE

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

DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

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

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance;
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

* Please check your RFP package for these forms!

EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

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 \$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 bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a 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 bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Respondents should consult the statutes or legal counsel for further information.

FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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

Financial Guarantee REQUIRED NOT REQUIRED

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

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

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

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

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

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.

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 required
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.

INSURANCE AND INDEMNIFICATION Required Not Required

Before commencing the contract work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this contract. This insurance will provide a defense and indemnify the South Brunswick Board of Education (SBBOE) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor’s operations under this contract. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or SBBOE, unless caused by the sole negligence of SBBOE. Proof of this insurance shall be provided to SBBOE before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by SBBOE of the Contractor’s insurance obligations set forth herein. If the Contractor subcontracts any of the work, these Insurance Requirements will also apply to any Subcontractor.

Minimum Limits of Liability

The Contractor shall obtain the required insurance with the carrier rated A-VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000 General Aggregate

Contractual liability shall respond to indemnification clause in this contract shall be included in the policy.

Workers’ Compensation and Employers’ Liability Insurance

Coverage A – Statutory

Coverage B – Employers Liability

\$100,000 Each Accident

\$500,000 Each Employee for Injury by Disease

\$100,000 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate shall indicate that the proprietor/partners/members are included.

(a) INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

Required Not Required

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 per Claim/Incident
\$3,000,000 Aggregate

If the policy is written on a "Claims Made" basis, the Contractor shall confirm that no claims have been made against the policy from the policy effective date to the effective date of this contract. If the policy has a retroactive date, the date shall be prior to the effective date of this contract. The General Liability and the Professional Liability may be combined into one policy with limits of \$1,000,000 per claim/incident/occurrence and a \$3,000,000 Aggregate.

(b) ADDITIONAL INSURANCE STATUS

PPBOE, along with its respective Board members, offices, agents and employees, shall be named as Additional Insured on the Contractor's Commercial General Liability and Worker's Compensation policies.

(c) CANCELLATION, RENEWAL AND MODIFICATION

The Contractor shall maintain in effect all insurance coverages required under this contract at the Contractor's sole expense. In the event the Contractor fails to obtain or maintain any insurance coverage required under this contract, PPBOE may, at its sole discretion, purchase such coverage as desired for PPBOE's benefit and charge the expense to the Contractor, or, in the alternative, terminate this contract. In the event any coverage is cancelled or non-renewed, the insurance company shall provide thirty (30) days advance notice of cancellation or non-renewal.

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

The South Brunswick 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 N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

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

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

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract.

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.

NON COLLUSION AFFIDAVIT

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

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

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

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

PAYMENTS

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

- Signed voucher by vendor
- Packing Slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90

calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and/or services have been rendered. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

PERFORMANCE BOND

REQUIRED NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

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

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

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

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

- Annual Disclosure

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

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

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

- Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.
- Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

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

- Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)
All business entities shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the proposal. Failure to provide the completed and signed form may be cause for disqualification of the proposal.

PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

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

PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

PRE-SUBMISSION OF PROPOSAL MEETING SCHEDULED NOT SCHEDULED

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

_____	_____
Date	Time

Location	

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

RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

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

RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

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

STATEMENT OF OWNERSHIP

No business organization, regardless of the 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 bid or accompanying the bid of said business organization, bidders 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 Form shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids 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.

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

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

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education

shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

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

TAXES

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

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

TERMINATION OF CONTRACT

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

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

The 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.

WITHDRAWAL OF PROPOSALS

- Before The Proposal Opening

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

- After The Proposal Opening

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

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

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect 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 quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.

PRESENTATION AND INTERVIEWS-Negotiations Not Permitted

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

NAMING RIGHTS AGREEMENT

The South Brunswick Board of Education ("Board"), a board of education duly constituted under the laws of the State of New Jersey, enters into this Agreement with _____ (the "Contractor"), as of this

_____ day of _____, 2024, as follows:

1. The Contractor hereby enters into a five-year contract (the "Contract" or "Agreement") with the Board for the provision of Naming Rights (the "Naming Rights"). The South Brunswick Township Board of Education (SBBOE) will consider proposals from proposers for the Naming Rights of the Stadium Turf Field or the entire Sports Complex at South Brunswick High School, 750 Ridge Road, Monmouth Junction, NJ. The Board will award to the proposer whose proposal is deemed to be the most advantageous to the South Brunswick Township School District. The Board's Request for Proposals and all addenda thereto (collectively, "RFP") is attached hereto, incorporated by reference, and made a part of this Agreement.
2. The Term of the Contract shall commence on July 1, 2024 and end on June 30, 2025.
3. In exchange for the Naming Rights, the Contractor will pay the Board total Annual Naming Rights Fees of _____. The initial payment shall be \$_____ to be paid upon execution of this Agreement, with an Annual Naming Rights Fee of \$_____ being paid on or before the anniversary date of the ensuing year of the Contract Term.
4. The Contractor may place exterior overhead signage at the main Stadium entrances, and above the scoreboards, in accordance with the RFP. Signage location will depend on if the contractor bid on the Stadium Turf Field only or the entire sports complex. The exact locations of the signage must receive final approval by the Board. The Contractor will design the signage subject to final approval by the Board. The Board expects that Contractor may incorporate its business, organization or individual name on the signage. All costs associated with the development, furnishing, placement and maintenance of the signage are to be borne by the Contractor. The Board's sole obligation with respect to the signage shall be to furnish electric power at a suitable connection point.
5. In addition to signage, the Contractor may furnish scoreboards and/or scorer tables in accordance with the RFP.
6. The Board agrees to include Contractor's name as part of the name of the Stadium on all promotional items and printed information for events to take place in the Stadium or sports complex. Contractor may provide an appropriate logo to be used with and incorporated into all marketing pieces and other collateral associated with the Naming Rights. Contractor's rights to exclusivity shall be subject to all provisions of the RFP with respect to the Board's existing sponsorship relationships and its right to engage additional sponsors for fundraising purposes.

7. In all matters pertaining to the Agreement, the Board designates its Business Administrator, and Contractor designates _____ to receive any inquiries arising from the same.
8. Contractor shall comply with all rules governing the use of the facility premises, as well as any other applicable Federal, State, County, and City Laws or regulations including without limitation all laws and codes governing the design, installation, and operation of the signage.
9. Contractor shall protect, save harmless, indemnify, and defend, at its own expense, the Board, and its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement. also including, without limitation, claims by Contractor's employees or third parties, with the sole exception of those damages caused by the sole negligence or willful misconduct of the Board, its elected or appointed officials, officers, employees, or agents.
10. The failure of either party to this Agreement to exercise any rights or remedies under the same for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.
11. This Agreement is binding on all parties, their assigns, subcontractors, and legal representatives.
12. This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
13. This Agreement may be modified or amended only upon the written agreement of the parties, executed with the same formalities required for execution of this Agreement.
14. Upon review by the Board, if progress is deemed inadequate or requirements are not met, the Board may terminate the Agreement in whole or in part, whenever the Board determines, in its sole discretion, that such termination is in the best interests of the Board. The Board may terminate the Agreement upon providing sixty (60) days written notice to Contractor and opportunity to cure; provided, however, that in the event of an imminent danger to Board property, staff, students or the public the Board may take such action as may be appropriate under the circumstances. The Contractor shall remove all signage within sixty (60) days of termination of this Agreement. The Respondent may also terminate the contract based on the above factors.
15. If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.
16. This contract shall be governed by the laws of the State of New Jersey.

17. Respondent has read and understands the whole of the Agreement and states that no representation, promise, or agreement not expressed in this contract has been made to induce Respondent to enter into it.

_____ Name, Title of Contractor	Signature	Date
------------------------------------	-----------	------

_____ Name, South Brunswick Board of Education	Signature	Date
---	-----------	------

SOUTH BRUNSWICK BOARD OF EDUCATION



Request for Proposal

RFP 2024-05

TECHNICAL SPECIFICATIONS



David E. Pawlowski
School Business Administrator/Board Secretary

RFP 2024-05 Naming Rights for South Brunswick High School Sports Stadium Field or Sports Complex

PURPOSE OF REQUEST FOR PROPOSAL

1. The Board of Education of the South Brunswick Township Schools is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for naming rights for the Sports Fields at South Brunswick High School. The South Brunswick Township Board of Education (SBBOE) will consider proposals from proposers for the Naming Rights of the Stadium Turf Field only or the entire Sports Complex. The Board will award to the proposer whose proposal is deemed to be the most advantageous to the South Brunswick Township School District. The sports fields are located on the South Brunswick High School Campus. The procurement process is being administered under the “RFP” provisions of the New Jersey Public School Contracts Law, at N.J.S.A. 18A:18A-4.1 et seq.
2. This RFP is for a standalone contract that will be independent of any sponsorship or naming rights contract that is currently in effect.
3. The South Brunswick Township School District is comprised of seven elementary schools, two middle schools, and one high school that together provide Pre-Kindergarten through Grade 12 educational services to approximately 8,000 students. The district is located in the heart of South Brunswick, where according to the most recent Census data, approximately 46,702 citizens reside. The South Brunswick Township median household income is \$139,975. The median age is 42 and more than 68.7 percent of residents age 25 and higher have obtained a Bachelor’s Degree or higher.

The South Brunswick Township School District wishes to award the naming rights contract to an entity (the “Contractor”) that is committed to education, athletics and the South Brunswick community and desires to showcase that commitment by supporting the School District’s mission and youth programs in the community.

FACILITY

4. The South Brunswick Township School District takes great pride in the condition of its facilities and regards regular maintenance and strategic upgrades as an investment in our students and the future of our schools and as such has recently completed numerous upgrades to the varsity stadium field. The sports complex at South Brunswick High School is inclusive of our Stadium Turf Football Field, two (2) additional turf fields used for soccer, field hockey, and lacrosse, tennis courts, varsity baseball field, varsity softball field, JV baseball field, JV softball field, and two (2) practice fields. The District’s Buildings and Grounds team keeps the entire complex in pristine condition. The complex provides playability and versatility and has increased accessibility for our South Brunswick students. The sports complex at South Brunswick High School accommodates the practice and games of South Brunswick High School’s boys’ and girls’ soccer and lacrosse teams, as well as the school’s football and field hockey teams. The field also serves as a practice venue for the school’s marching band and accommodates gym classes from South Brunswick High School.

5. The fields within the complex are available for use by professional and non-professional organizations for a fee. Suitability of all proposed uses is at the sole discretion of the South Brunswick School District.

6. The following is a representation of events held at the Sports Complex:

- Marching Band
- Color Guard
- Greater Middlesex Conference Track Tournament
- Boys' Home Football Games
- Boys' and Girls' Soccer Games
- Boys' and Girls' Lacrosse
- Boys' and Girls' Tennis
- Girls' Field Hockey
- Boys' Varsity and JV Baseball
- Girls' Varsity and JV Softball
- Football Clinics
- Girls' Flag Football
- Boys' and Girls' Track - Spring and Winter
- Greater Middlesex Conference Playoff Games
- State Playoff Games

7. Additional events scheduled/desired for the near future may include:

- Conference Championships
- State Final Championships
- Semi or Professional Sports as training facility or home games

CONTRACT PERIOD

8. Pursuant to New Jersey Statute 18A:18A-4.2, the naming rights contract shall commence on July 1, 2024 and expire on June 30, 2025. The South Brunswick Township Board of Education (SBBOE) will also consider proposals for three (3) and four (4) year contract renewal periods; provided, however, that any proposer who would like the SBBOE to consider a term of less than five years shall provide a proposal for the lesser term along with a proposal for a full five-year agreement.

CONTRACT DOCUMENT

9. This RFP and the form of agreement included herein shall serve as the contract. Proposers will be expected to sign the form of agreement attached within ten (10) days of contract award. If any proposer wishes to take exception to any provision of the agreement or the RFP, all such exceptions shall be stated specifically and in writing in the proposal. Bidders are cautioned, however, that material exceptions to the terms stated in the RFP may result in rejection of the proposal. Proposers are further advised that pursuant to N.J.S.A. 18A: 18A-4.5(b), under no circumstances shall the provisions of a proposal be subject to negotiation.

AWARDED CONTRACTOR BENEFITS

10. Contractor shall have the right to install exterior overhead signage at the main field entrances. Signage location will depend on if the contractor bid on the Stadium Turf Field only or the entire sports complex. The exact locations of the signage must receive final approval by the Board. Signage may include the contractor's name and/or logo, i.e. ABCXYZ Stadium at South Brunswick High School. Additional signage can be placed above the main scoreboard. Signage above the scoreboard would be similar in size to current signage. Contractor shall also have the right to install a fabric signage banner on the outside of the home and or away bleachers. The banner may be of a size to allow maximum visibility. A spotlight may be installed to provide nighttime sign visibility. South Brunswick Township District personnel will assist the contractor in determining appropriate signage type, size and installation locations.
11. Contractor shall have the first right of refusal to replace any of the SBBOE district scoreboards and scorer tables for the district's other outdoor fields. Contractor will be able to affix signage with the contractor's name and logo as approved by SBBOE for the life of the scoreboard or score tables. If the contractor declines to offer a scoreboard replacement at any facility SBBOE reserves the right to solicit independent proposals for the replacement of the scoreboard(s) and include the right to affix the successful proposer's signage and logos to the replacement scoreboard(s).
12. All Signage shall meet all local code requirements and shall be appropriate to the South Brunswick Sports Complex as well as the surrounding area, in size, style, and content. SBBOE reserves the right to disapprove any signage that in its sole judgment, is inappropriate to a facility that is utilized by schoolchildren and families or otherwise detrimental to the Stadium and surrounding environment.
13. All signage costs, including without limitation designing, furnishing, installing, and maintaining all signage in good condition for the life of the contract, and removing all signage and restoring the Stadium premises to their prior condition at the end of the contract, shall be the sole responsibility of the Contractor. SBBOE's only obligation shall be to provide electric power at an agreed connection point.
14. Signage may be installed only after SBBOE's receipt of the full Year 1 Naming Rights Fee or, in the case of new scoreboards or scorer tables, once they have been purchased and paid for in full. Installation will be scheduled through a designated SBBOE representative.
15. SBBOE reserves the right to require the Contractor to remove all signage at its own expense and restore the facility to its prior condition if Contractor fails to pay the applicable annual naming rights fee within 30 days of the anniversary date of this contract. Signage for scoreboards or scorer tables purchased by the contractor will remain in place for the life of the equipment provided that Contractor maintains all such signage in good condition.
16. For so long as the contract is in effect the name of the complex will be the [Contractor name] Stadium Turf Field or Sports Complex - depending on if the contractor bid on the Stadium Turf Field only or the entire sports complex. This name will also be embedded in SBBOE website as part of

Quick Link to facility schedule/activities and appropriately included in promotional materials pertinent to events scheduled at the facility.

17. Contractor may conduct marketing programs from time to time and/or display promotional materials on SBBOE premises as mutually agreed upon between SBBOE and Contractor. SBBOE reserves the right to pre-approve all signage, marketing programs and promotional materials prior to use and/or display to assure appropriate content for SBBOE.
18. SBBOE agrees to provide the Contractor with exclusive naming rights as to the Stadium Turf Field or Sports Complex for so long as this contract is in effect. Notwithstanding this exclusivity, however, SBBOE reserves the right to solicit other paid sponsorships and permit related signage within the complex itself and other locations within the school district. SBBOE will endeavor to avoid sponsorships from companies that directly compete with Contractor's main line of business (for example, sponsorships by competing auto dealers if Contractor identifies itself as an auto dealer) but cannot guarantee that this will not occur.
19. Contractor recognizes that SBBOE is presently a party to sponsorship agreements and that these agreements will continue in effect until they expire. Those agreements shall be provided upon request.

SBBOE DESIRED COMPENSATION

20. The first year's Annual Naming Rights Fee shall be paid by check payable to SBBOE on or before July 1, 2024. Thereafter, the applicable Annual Naming Rights Fee shall be paid in full on or before July 1 prior to the anniversary date (for example, the payment for 2025 shall be paid in full by July, 1, 2025). No in-kind payment of the Annual Naming Rights Fee shall be accepted.

IMPLIED REQUIREMENTS

21. Whether or not specifically addressed, the Contractor shall be responsible for all work and services required of the Contractor for complete and successful performance of the contract. In the event that any work performed by Contractor as to the Stadium or any other district facility is covered by the New Jersey Prevailing Wage Act, Contractor shall be solely responsible for ascertaining the extent to which the Act is applicable and for paying all required wages and other compensation.

BIDDER PROPOSAL SUBMISSIONS

22. In addition to the Required Proposal Submissions detailed in these specifications, the SBBOE prescribed pricing page included in this RFP package must be completed in full and submitted with the bidder's proposal. The following must also be included with bidder's proposal to assist SBBOE in analysis of proposals:

- Proof of proposal signee's authority to sign proposal and enter into contract with SBBOE
- Financial information pertaining to the bidder's ability to uphold its financial obligations
- A brief description of the proposer's business

- A rough sketch of the signage that the proposer intends to install if awarded the contract, including all proposed content and the proposed dimensions, preferably in color and accompanied by a description of proposed lighting and electrical needs
 - Any and all other information necessary to fully describe bidder's proposal
- Proposers are reminded that the ability to install signage at the turf field or entire sports complex, which is not a public forum, is the grant of a privilege and not the assertion of a right. Accordingly, proposed signage that includes content that *in SBBOE's reasonable judgment*, is likely to generate controversy or adverse publicity for the school district will be cause for disqualification of the proposal without further evaluation. Acceptance of any proposal by SBBOE, or its failure to disqualify a proposer on the grounds of inappropriate content, does not constitute approval of any aspect of the proposed signage.
 - Examples of unacceptable signage content would include, without limitation, signage that promotes or disparages a particular religion or candidate for office or expressly advocates particular political or religious positions or beliefs.
 - South Brunswick Township School District further reserves the right to disqualify without further evaluation, the proposal of any entity whose business, *in SBBOE reasonable judgment*, is incompatible with a school and family environment.
 - Examples of incompatible businesses include, without limitation, companies whose primary or main business consists of the manufacture or marketing of tobacco products (including e-cigarettes), alcoholic beverages, guns or other weapons, or sexually-oriented products or services of any kind. (This disqualification does not extend to proposers who sell such items as a part of a larger overall business; for example, proposals from a tobacco company, a gun store whose name includes a term such as "gun" or "firearm;" or from a "gentlemen's club" would be subject to disqualification but proposals from a drug or convenience store whose inventory includes cigarettes, a general-line retailer or sporting-goods store whose inventory includes guns or knives, or from a restaurant that also includes a bar would likely be acceptable.)

PROPOSAL EVALUATION & CONTRACT AWARD

23. Along with the fulfillment of RFP legal requirements and bidder proposal submissions, the following criteria will be utilized to evaluate those proposals that materially conform to the RFP. Nonconforming or disqualified proposals will not be evaluated. Each of the bulleted items below will be evaluated using total points as listed below, on a 100-point score as follows;

- Recognition & suitability of bidder, bidder's name, appropriateness of proposed signage design and content, and potential center name - 30 points
- Overall ability of bidder's proposal to meet the desires and requirements of SBBOE, including bidder's financial solvency - 20 points
- Overall financial value to SBBOE - 50 points

24. SBBOE reserves the right to request clarification of and/or additional bidder information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
25. The contract, if awarded, will be awarded to the proposer whose proposal is deemed to be the most advantageous to SBBOE based on the factors stated above.
26. Sealed bids shall be opened Thursday, April 25, 2024 at 11:00 A.M., 231 Blackhorse Lane, Monmouth Junction, NJ 08852.

TERMINATION OF CONTRACT

27. The South Brunswick Township School District reserves the right to terminate the contract at any time during the contract period upon thirty (30) days written notice to Contractor if Contractor is in material breach of any obligation of the contract. Additionally, the South Brunswick Township School District reserves the right to terminate the contract for its convenience upon 60 days' notice, or for its convenience upon 10 days' notice if it determines in its sole judgment that it no longer wishes to continue the association between the Contractor and the Stadium Turf Field or Sports Complex because of events that bring the name of the Contractor or any of its principals into public controversy or disrepute. In the event of a termination for convenience the South Brunswick Township School District shall provide a pro rata refund of the Annual Naming Rights Fee up to the date of termination, within 30 days of the date on which all Stadium signage has been properly removed.

INQUIRIES REGARDING PROPOSAL REQUIREMENTS

28. All inquiries and concerns regarding this RFP, including requests to schedule appointment to inspect the facility prior to submitting a proposal, **shall be directed in writing via email, at or before the close of business on Thursday, April 25, 2024** to:

David E. Pawlowski
School Business Administrator/Board Secretary
EMAIL: David.pawlowski@sbschools.org
Phone: 732-297-7800 Ext 5105

Heading on all inquiries must clearly state: **"RFP 2024-05 Naming Rights for South Brunswick High School Stadium Sports Field or Sports Complex"**

29. If a bidder discovers any ambiguity, conflict, omission or other error in the specifications, the bidder shall immediately notify the Purchasing Department of such error and request clarification of the document. Bidder understands that the only official answer or position of SBBOE will be the one stated in writing by Mr. Pawlowski, or in his absence his authorized representative.
30. All questions and answers regarding this RFP may be shared with all bidders known by SBBOE to be interested in submitting a proposal.

31. If a proposal includes proprietary information the proposer may conspicuously mark each page of such information as "CONFIDENTIAL." If a request is made for any such material under the New Jersey Open Public Records Act (OPRA), SBBOE shall promptly relay such request to the proposer and ask whether the proposer consents to its release. If the proposer wishes SBBOE to withhold consent and the requester initiates legal proceedings to compel disclosure, the proposer shall defend SBBOE as to any such proceeding at its sole cost and expense and shall pay any and all fines, penalties, and counsel fees that may be imposed by anybody having jurisdiction.
32. **Proposals must be received by 11:00 AM on Thursday, April 25, 2024** and should be mailed to David Pawlowski, School Business Administrator, South Brunswick Township Schools, 231 Blackhorse Lane, Monmouth Junction, NJ 08852. Label Proposal RFP 2024-05 Naming Rights for South Brunswick High School Sports Stadium Fields.
33. For general questions, please call 732-297-7800 extension 3149.

ADDENDA TO THE RFP

34. SBBOE reserves the right to revise and amend specifications prior to the date set for the receipt of proposals. Addenda, if issued, shall be provided in writing to all parties who have received a copy of the RFP. It is the recipient's responsibility to notify SBBOE that it has received a copy of the RFP and wishes to receive addenda. As receipt of all addenda must be acknowledged in the Proposal, proposers are cautioned that failure to notify SBBOE may result in failure to receive addenda and resulting disqualification of the proposal.

ADDITIONALLY

35. Bidder is to submit one (1) "Complete Original Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) and two (2) "Complete Copies" for SBBOE analyzation purposes. Bidder(s) must clearly identify the original proposal document and all copies.
36. Do not spiral bind or "book bind" proposal submissions.
37. Only sealed hardcopy proposals are acceptable. Faxed or other electronic submissions are not acceptable.
38. Proposals received after the advertised receipt date and time will be returned unopened to the submitter.
39. SBBOE reserves the right to reject any or all proposals or not award a contract.

**Request for Proposals
Proposal Form(s)**

RFP 2024-05 Naming Rights for South Brunswick High School Sports Stadium Field or Sports Complex

Contractors are reminded that the South Brunswick Township Board of Education will consider proposals from proposers for the Naming Rights of the Stadium Turf Field only or the entire Sports Complex. The Board will award to the proposer whose proposal is deemed to be the most advantageous to the South Brunswick Township School District. The undersigned has read the specifications of this RFP and agrees to provide the funds/services proposed by the bidder. This proposal is subject to all the attached terms, conditions and specifications and we, hereby, agree to enter into contract with the Board of Education of the South Brunswick Township Schools subsequent to contract award notification.

Proposals must be received by Thursday, April 25, 2024 at 11:00 A.M. and should be mailed to David Pawlowski, School Business Administrator, South Brunswick Township Schools, 231 Blackhorse Lane, Monmouth Junction, NJ 08852. Label RFP 2024-05 Naming Rights for South Brunswick High School Sports Stadium Field or Sports Complex.

ADDENDA: We acknowledge receipt of the following Addenda that shall become part of the RFP documents as though originally incorporated herein:

ADDENDUM NUMBER(S): _____

ANNUAL NAMING RIGHT FEES - FOR THE ENTIRE SPORTS COMPLEX AT SOUTH BRUNSWICK HIGH SCHOOL

ANNUAL NAMING RIGHTS FEES	
	AMOUNT PROPOSED
Year One of the Contract	\$
Year Two of the Contract	\$
Year Three of the Contract	\$
Year Four of the Contract	\$
Year Five of the Contract	\$
TOTAL AMOUNT PROPOSED	\$

ANNUAL NAMING RIGHT FEES - FOR THE TURF STADIUM FIELD ONLY

ANNUAL NAMING RIGHTS FEES	
	AMOUNT PROPOSED
Year One of the Contract	\$
Year Two of the Contract	\$
Year Three of the Contract	\$
Year Four of the Contract	\$
Year Five of the Contract	\$
TOTAL AMOUNT PROPOSED	\$

Company _____

Address

City, State, Zip

Authorized Signature

Printed Name

Title _____

Date _____

Telephone _____ FAX _____

Email _____

SOUTH BRUNSWICK BOARD OF EDUCATION



Request for Proposal

RFP 2024-05

LAYOUT OF FACILITY



David E. Pawlowski
School Business Administrator/Board Secretary

Satellite View of Facility



Turf Stadium Field



Turf Fields #2 & #3



Tennis Courts



Varsity Baseball Field



Varsity Softball Field



SOUTH BRUNSWICK BOARD OF EDUCATION

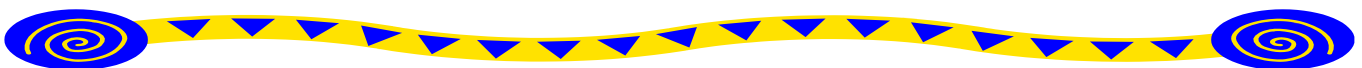


Request for Proposal

RFP2024-05

PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

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



David E. Pawlowski
School Business Administrator/Board Secretary

APPENDIX A

LETTER OF PROPOSAL

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

[insert date]

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

Dear (INSERT CONTACT NAME):

The undersigned has/have reviewed my/our Proposal Statement submitted in response to the Request for Proposals (RFP) issued by the South Brunswick Board of Education ("Board") dated **April 25, 2024**, in connection with the Board's need for Naming Rights of the South Brunswick High School Sports Stadium or Sports Complex.

I/We affirm that the contents of my/our Proposal Statement (which Proposal Statement is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the Proposal Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

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

Signature of Chief Executive Officer) OR

(Typed Name and Title)

(Type Name of Firm)*

(Address) *

Dated: _____

* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Proposal.

To be completed, signed below & returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

RFP 2024-05 - Naming Rights Proposal Date: Thursday, April 25, 2024

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The 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 _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____

VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) 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. If I do so, I will be subject to criminal prosecution under the law, and 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.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of the contract.

To be completed, signed below & returned with proposal.

NON-COLLUSION AFFIDAVIT

Naming Rights for South Brunswick High School Sports Stadium or Sports Complex

RFP 2024-05 – Proposal Date: Thursday, April 25, 2024

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am _____ of the _____

Position in Company

Name of Company

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

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR) before me this _____

day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed and returned with the proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who 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)**

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 bidder/proposer; that the South Brunswick Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the South Brunswick Board of Education to notify the South Brunswick 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 South Brunswick Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) and Title

Signature

Date

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

To be completed, signed below & returned with proposal

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

RFP 2024-05 Naming Rights South Brunswick High School Sports Stadiums

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

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

References – Work previously done for School Systems in New Jersey

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

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

President or Authorized Agent

SIGNATURE

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
SOUTH BRUNSWICK BOARD OF EDUCATION
SOUTH BRUNSWICK, NEW JERSEY 08852
N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional

Sheets If Necessary.)

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

ⁱ 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

To be completed, signed below and returned with proposal.

South Brunswick Board of Education

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

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-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

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

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

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

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

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

c. As used in this section:

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

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

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

P.L. 2005,c271

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

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political

committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

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

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #s: 13, 14, 17, 18, 19, 22

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

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

Boards of Education (Members of the Board):

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

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1	Plainsboro Township Fire District No. 1
East Brunswick Township Fire District No. 2	South Brunswick Township Fire District No. 1
East Brunswick Township Fire District No. 3	South Brunswick Township Fire District No. 2
Jamesburg Borough Fire District No. 1	South Brunswick Township Fire District No. 3
Monroe Township Fire District No. 1	Woodbridge Township Fire District No. 1
Monroe Township Fire District No. 2	Woodbridge Township Fire District No. 2
Monroe Township Fire District No. 3	Woodbridge Township Fire District No. 2
Old Bridge Township Fire District No. 1	Woodbridge Township Fire District No. 4
Old Bridge Township Fire District No. 2	Woodbridge Township Fire District No. 5
Old Bridge Township Fire District No. 3	Woodbridge Township Fire District No. 7
Old Bridge Township Fire District No. 4	Woodbridge Township Fire District No. 8
Piscataway Township Fire District No. 1	Woodbridge Township Fire District No. 9
Piscataway Township Fire District No. 2	Woodbridge Township Fire District No. 10
Piscataway Township Fire District No. 3	Woodbridge Township Fire District No. 11
Piscataway Township Fire District No. 4	Woodbridge Township Fire District No. 12