



Monmouth-Ocean Educational Services Commission

INVITATION TO BID AND CONTRACT DOCUMENTS

for

Goods and General Service Contracts

for

RFP Software Development for Transportation Billing Solution

PROJECT DESCRIPTION:

BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018

DATE OF BID ADVERTISEMENT:

March 3, 2017

BID MUST BE RECEIVED AT:

**Monmouth-Ocean Educational Services Commission
Kathleen Mandeville - Business Administrator
900 Hope Road (Green Grove Road)
Tinton Falls, New Jersey 07712**

BID MUST BE RECEIVED BY:

March 30, 2017 at 10:00 a.m.

SUBMIT:

One (1) Original Response and Two (2) Exact Copy (marked accordingly)

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III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS

- A. OWNER: Monmouth-Ocean Educational Services Commission (MOESC)
900 Hope Road (Green Grove Road)
Tinton Falls, New Jersey 07712
(hereinafter alternatively referred to as "MOESC", the "Commission" or "Owner")
- B. PROJECT DESCRIPTION: **BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018**
(hereinafter referred to as "Project")
- C. PROJECT LOCATIONS: MOESC locations, member and participating school districts and non-public schools in New Jersey
- D. LEGAL NOTICE: **March 3, 2017**
- E. CLARIFICATION INTERPRETATION: Written requests for Clarification or Interpretation of the Bid forms, drawings, specifications and/or contract if applicable ("Bid Documents") shall be submitted in writing no later than twelve (12) days (not including Saturdays, Sundays and holidays) before the Bid opening.
- F. ADDENDA: Written clarification or interpretation of the Bid Forms or Bid Revisions (if any) will be in the form of Addenda and available on the moesc.org website no later than 7 days (not including Saturdays, Sundays and holidays) prior to the date for the Bid opening.
- G. BID COPIES: **One (1)** original (with original signatures in **blue ink**, raised seals) and **Two (2)** exact photocopies shall be submitted (all marked accordingly).
- H. BID SECURITY SECURITY: Each bid shall be accompanied by a bid bond, cashiers or certified bank check in an amount of:
• **\$500.** (see page 8, section 8.)
The Bid Security shall be made payable to "MOESC" and shall be identified with the Project Description. No other form of guarantee is authorized.
- I. BID OPENING: **March 30, 2017 at 10:00 a.m.**
- J. CONTRACT: TERM: **Twelve (12) Months**
BEGINNING: **April 5, 2017**
TERMINATING: **April 5, 2018**
MULTI-YEAR: ~~(YES)~~ **(NO)**
- K. CONTACT: Kathleen Mandeville - Business Administrator
kmandeville@moesc.org
732-695-7827 or fax 732-493-4515

IV. LEGAL NOTICE

NOTICE is hereby given that sealed bids will be received at the Business Office of the Monmouth-Ocean Educational Services Commission ("MOESC" or "Commission"), Attention: Kathleen Mandeville, School Business Administrator/Board Secretary for:

Project Description: **BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018**

Project Locations: 900 Hope Road, Tinton Falls, NJ and 100 Tornillo Way, Tinton Falls, NJ

The bids shall be publicly opened and read aloud immediately after the opening at the MOESC Business Office, 900 Hope Road, Tinton Falls, NJ 07712 on **March 30, 2017 at 10:00 a.m.**

The Invitation to Bid, Bid Forms, Drawings, Specifications and Contract ("Bid Documents") as approved by the Commission for the Project are on file at the MOESC Business Office, 900 Hope Road (Green Grove Road), Tinton Falls, New Jersey 07712, copies of which may be obtained by prospective bidders by (a) free download from the website www.moesc.org or (b) between the hours of 9:00 a.m. and 4:00 p.m. upon the Commission's receipt of \$10.00. The Bid Documents may be mailed upon request provided postage and handling expenses are also paid in advance. Addenda (if any) will be available on the www.moesc.org website no later than 7 days (not including Saturdays, Sundays and holidays) prior to the date for the bid opening.

Bids shall be fully and completely made on the Commission's proposal forms as required by the Bid Documents. Bids shall be enclosed in a sealed, opaque envelope prominently bearing the name and address of the bidder and the name of the Project on the outside; addressed to the BUSINESS OFFICE, MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION, Attention: Kathleen Mandeville, School Business Administrator/Board Secretary; shall be accompanied by a bid bond, cashiers or certified bank check in an amount listed in the Bid Documents; and shall be delivered by any means before the date and time set forth above. No bids shall be received or accepted after the date and time set forth above.

The Commission reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities. No bid shall be withdrawn for a period of sixty (60) days from the date of the bid opening. Any bid submitted shall be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders are required to comply with the requirements of Equal Employment Opportunity *N.J.S.A. 10:5-31, et seq.* and Affirmative Action Against Discrimination *N.J.A.C. 17:27, et seq.*, as well as any applicable Executive Orders. If awarded a contract, your company/firm shall 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.

By Order of the
Monmouth-Ocean Educational Services Commission
Business Office
900 Hope Road
Tinton Falls, New Jersey 07712

March 3, 2017

V. GENERAL REQUIREMENTS OF PUBLIC SCHOOL BIDDING and CONTRACTS LAW

1. **The Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. ("PSCL")**. The PSCL are legal requirements which are, for the most part, statutorily imposed upon the Commission. In the event any provision contained in the Invitation to Bid, Bid Forms, Drawings, Specifications and Contract ("Bid Documents") is in any way inconsistent with the PSCL, the provisions of PSCL shall govern.

2. **Ethics in Purchasing Statement to Vendors**

A. Commission Responsibility:

i. Recommendation of Purchases: It is the desire of the Commission to have all Commission employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services. Commission 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.

ii. Solicitation/Receipt of Gifts – Prohibited: Commission officials and employees are prohibited from soliciting and/or receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Commission or anyone proposing to do business with the Commission.

B. Vendor Responsibility:

i. Offer of Gifts, Gratuities – Prohibited: Any vendor doing business or proposing to do business with the Commission, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other item of value of any kind to any official or employee of the Commission or to any member of the official's or employee's immediate family.

ii. Vendor Influence – Prohibited: No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Commission, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

C. Vendor Certification: Vendors or potential vendors will be asked to certify that no official or employee of the Commission 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 Commission.

3. **Bid Proposal Form**. All bids shall be made on the Commission's designated Bid Proposal Form consistent with the Commission's bid instructions as contained in the Bid Documents.

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

The Bid Proposal Form must be duly signed by the authorized representative of the

company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.

Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Base Bid (and Alternate prices, if applicable to bid) shall be filled-in, in ink or typewritten, in both words and figures.

A. Base Bid. The Base Bid is a total dollar figure for the scope of Work (not including Alternates) as described in the Specifications.

B. Alternates (If Applicable). The description for each Alternate (if any) is recognized to be incomplete and abbreviated, but implies that each change must be complete for the scope of the work affected. Coordinate related work and modify surrounding work as required to properly integrate with the work of each Alternate. Bidder shall insert each Alternate amount in spaces provided on the Proposal Form.

4. **Interpretation/Clarification of the Specifications/Drawings**. No interpretation of the specifications/drawings shall be applicable or governing if provided to any bidder orally. Any request for such interpretations shall be in writing to the Business Administrator, Monmouth-Ocean Educational Services Commission, 900 Hope Road, Tinton Falls, New Jersey 07712, and to be given consideration must be received at least twelve (12) days prior to the date fixed for the opening of bids to be given consideration. Any and all such interpretations and any supplemental instruction shall be in the form of written Addenda to the specifications, which if issued, shall be posted on the moesc.org website and noticed by advertisement no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document. Failure of any bidder to receive any Addenda or interpretation shall not relieve any bidder from any obligation under the bid as submitted.

5. **Rules of Interpretation of Bids**. Bidder is responsible for measuring and understanding all areas of work, and Owner shall not be responsible for any errors in measurement or understanding and shall hold Bidder to total dollar figure.

In case of discrepancy, the amount described in words shall govern. All blanks shall be legibly completed and filled in by type or ink. The Bid shall be complete in all respects and duly executed. For the purpose of verifying the amount of your bid, retain one photographic copy of your bid proposal. It is the responsibility of the Contractor to examine all bid provisions.

All bids shall conform to the Bid Documents. If it is determined that essential information is absent from the bid, the bidder shall not be permitted to supply that information following its opening.

Pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, the

Commission reserves the right to waive any informality, irregularity or immaterial variance, where in the judgment of the Commission it does not interfere with competitive bidding.

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Commission may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

The Commission may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Commission shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

6. Challenges to Bid Specifications. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Commission or the award of a contract.

7. Bid Delivery. All bids shall be delivered in an opaque, adhesive-sealed envelope/package and clearly marked on the front outside of the envelope/package as shown:

<p>Monmouth-Ocean Educational Services Commission Business Office, Attn: Kathleen Mandeville, Business Administrator 900 Hope Road (Green Grove Road) Tinton Falls, New Jersey 07712</p> <p>Project: <i>Bid Number • Project Description</i> Bid Opening: <i>Month, Date, Year and Time</i></p>
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Failure to properly label the proposal envelope/package as shown may lead to the rejection of the proposal. All bid responses must be delivered before the prevailing time and date designated in the *Advertisement For Bids*. Any bid received after the time and date specified shall not be opened or considered. The Bidder assumes the risk of any delivery delays in the mail and/or personal delivery and/or the handling by any Commission employee. All bid responses will be publicly received and unsealed at the prevailing time and date designated in the *Advertisement For Bids*. It is understood and agreed upon that the Commission will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Respondents should keep a complete photographic copy of the proposal packet, exactly as submitted.

8. Bid Security. A bid bond, cashier's check or certified bank check in an amount as described in *Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS* on **Page 4** herein shall be made payable to "MOESC" and shall include the Bid Number and Project Description of the bid for which it is submitted. Bids not accompanied by said bid bond, cashier's check or certified check as Bid Security shall be rejected as non-conforming. Uncertified business checks, personal checks or money orders are not acceptable as Bid Security. The Commission will not accept a Bid Security with multiple bid numbers listed on the bid bond.

The successful bidder, upon failure or refusal to execute and deliver a contract within ten (10) days after he has received notice of the acceptance of their bid, shall forfeit their bid security as liquidated damages; otherwise, the bid security shall be returned to the successful bidder when the contract is executed and a corporate surety (performance) bond is filed with MOESC (as applicable). The bid security for all unsuccessful bidders, except for the three apparent lowest responsible bidders, shall, if requested, be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excepted), and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond (as applicable), the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

9. Excellent Rating Required for Bonding Company and Insurance. All insurance policies, bonds and assurances required by the Bid Documents shall be issued by firms with at least an 'excellent' rating. All bid bonds submitted must be signed and witnessed with original signatures.

The Commission will not accept facsimile or rubber stamp signatures on the bid bond (if applicable). Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. 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 name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Commission.

The Commission will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

10. Certificate (Consent) of Surety. When required by the use of a Bid Bond and/or a Performance Bond, each bidder shall submit with its bid a certificate from a Surety Company stating that the Surety Company will provide the Contractor with a Bid Bond in an amount as described in *Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS* on **Page 4** herein and/or 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 bid. Failure to submit or sign the certificate (consent) of surety will be cause for disqualification and rejection of the bid.

11. Performance Bond. Required **XX NOT REQUIRED**
When required, the successful bidder 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 written guarantee shall be made payable to the Monmouth Ocean Educational Services Commission and 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 Contractor shall execute a formal contract with the Commission in the form required and in such number of counterparts as the Commission may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Commission's Board of Directors.

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

12. *Affirmative Action Requirements.* If awarded a contract, Contractors submitting bids for this Project shall comply with the requirements of *N.J.S.A. 10:5-31 (P.L.1975, c.127), 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.***

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

Each Contractor shall submit to the Commission, prior to the award of a goods and services contract (and included in the Contractor's bid submission, for verification by the Commission, as required in these Bid Documents), one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval** indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division of Purchase & Property's Contract Compliance and Audit Unit (hereafter referred to as "Division"). This approval letter is valid for one year from the date of issuance; or,
- **Certificate of Employee Information Report** (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27 et. seq.* The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. or,
- **Employee Information Report Form AA-302** in accordance with *N.J.A.C. 17:27-4* (electronically provided by the Division and distributed to the Public Agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/) and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency (see Attachment 6). Upon submission and review by the Division, the Report shall

constitute evidence of compliance with the regulations.

13. Alternative Dispute Resolution Process. All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Commission offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practice required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

14. 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. S121 01 et seq.

15. Anti-Bullying Bill of Rights - Reporting of Harassment, Intimidation and Bullying. 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 Commission. The Commission shall provide to the contracted service provider a copy of the Commission'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.

16. Anti-Discrimination Provisions. 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 (Commission) 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.).

17. Bid Modification. The Commission reserves the right to modify or supplement the bidding requirements.

18. Bid Withdrawal. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. Award of contract(s) or rejection of bids will be made within sixty (60) days of the bid opening per 18A:18A-36a.

19. Billing, Accounting and Payment.

A. The Contractor shall certify and document that the services were rendered.

B. The Contractor shall monthly (at a minimum) provide a detailed description of the services provided together with an invoice to MOESC.

C. MOESC payments to Contractor shall be once per month only for completed services and after MOESC Board of Directors approval.

D. Loans and advances from the Commission to the Bidder/Contractor are prohibited.

20. Business Registration. Pursuant to N.J.S.A. 52:32-44 as amended, all bidders or companies providing responses for requested proposals, shall submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Commission requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate copy with the bid/proposal. Failure to provide the New Jersey Business Registration Certification prior to the award of a contract will be cause for the rejection of the entire bid or proposal.

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

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor

providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

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

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

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

21. Compliance With Laws. *(where applicable)* Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment, Environmental Laws and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind. Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

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

Contractor is to comply with the New Jersey State Uniform Construction Code and the Tinton Falls Construction Code. Contractor is to obtain local municipal building permits and pay for same. Contractor is to abide by local inspection requirement.

Contractors submitting bids for this Project shall comply with the Americans With

Disabilities Act at 42 *U.S.C.* 5121-01 *et seq.*, applicable regulations as contained in the Code of Federal Register, the Law Against Discrimination at *N.J.S.A.* 10:5-31, *et seq.* and applicable State regulations.

Contractor shall comply with all Federal, State and local laws, including but not limited to those governing the environment, including the legal and proper disposal of all waste from the Project.

The Bidder/Contractor shall comply with all applicable statutes, standards, orders or requirements of environmental law.

22. Conduct of Operations. The work shall be carried out in such a manner as will least interfere with the use and occupancy of the school and/or administrative buildings, and the work shall be performed in the order designated by the Commission or its designated representative.

23. Contract Documents. This packet of bid and contract specifications together with any attachments, Purchase Order and Addenda shall constitute the "Contract Documents" for this Project.

24. Contractor/Vendor Requirements – Office of the New Jersey State Comptroller. Contractors/vendors doing business with the Commission are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information - N.J.S.A. 52:15C-14 (d). Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education (Commission) 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 (Commission) refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

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

25. Contracts.

A. Award of Contract, Rejection of Bid(s). The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Commission. The Commission reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Commission feels are in the best interests of the Commission. The Commission may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Commission shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices. Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Commission may award the contract to the vendor whose response, in the discretion of the Commission, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents - When required. Upon notification of award of contract by the Commission, the contractor shall sign and execute a formal contract agreement between the Commission and the contractor, *when required*.

D. Purchase Order - Considered to be a Contract. N.J.S.A. 18A:18A-2 (n) If a formal contract is not required by the Commission, an approved and signed Commission 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 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 Commission with the bid security becoming property of the Commission. The Commission reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

E. Renewal of Contract; Services. The Commission may, at its discretion, request that a contract for 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 Commission.

All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. Contractor hereby agrees to provide its Services as more particularly described in the Specifications for a term as described in *Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS* on **Page 4** herein, on which date this Agreement shall non-renew and will no longer be in full force and effect unless there is a writing executed between the parties evidencing an extension of the termination date. A Contract extension, awarded by Board resolution, of one (1) two-year (2-year) term or two (2) one-year (1-year) terms may be enacted by mutual agreement of the parties if the services are being performed in an effective and efficient manner, the price change must be based on the original contract price as cumulatively adjusted pursuant to any previous adjustment or extension and must not exceed the change in the index rate for the last twelve (12) months and the terms and conditions must remain substantially the same. N.J.S.A. 18A:18A-42. The index rate is published by the federal government, is posted quarterly, and can be found on the Public Contracts Law website

<http://www.nj.gov/dca/lgs/lpcl/index.shtml> under Contracts Law information.

The Commission is the final authority in awarding renewals of contracts.

F. Term of Contract. The contractor, 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.

G. Purchase Order Required; Notice to Proceed. No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

26. Criminal History Background Checks. Required **XX NOT REQUIRED**

N.J.S.A. 18A6-7.1. All providers for services of this contract shall provide to the Commission, prior to the commencement of the contract and at the contractor's own expense, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no disqualifying criminal history record information exists on file for that worker.

Failure to provide proof of criminal history background checks for any employee coming in regular contact with students, prior to the commencement of the contract, may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee shall be immediately removed from the location where contractor services are provided.

27. Debarment, Suspension or Disqualification. The Commission 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 List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

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

28. Factors to Consider for Bid. Contractors submitting a bid for this Project shall carefully examine the specifications and other Contract Documents and be fully informed as to existing conditions and limitations and shall cover and include in its bid all materials, labor and transportation necessary or required for full performance of the work as set forth and before the labor conditions under which the work shall be performed. The bidder is on notice that it shall be required to employ such work and methods in the execution of its work and services, as will not cause interruption or interference with its own work, school activities or that of any other contractor of the Commission, its agents or employees.

29. Fair Labor and Safety Standards. The Contractor shall comply with the Fair Labor Standards Act, the Wage and Hour Law and Federal, State and local occupational safety laws.

30. False Material Representation - N.J.S.A. 2C:21-34-97(b) A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

31. 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 Commission to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

32. General Rules. It shall be strictly understood that the successful Bidder/Contractor and any of the employees of the Bidder/Contractor shall, at no time, bring upon the school premises any alcoholic beverages for sale, gifts, or for use in any manner whatsoever.

No tobacco, firearms, weapons, alcohol, or drugs, in any form are to be sold or served or used or possessed by the successful Bidder/Contractor or any of its employees or subcontractors on the Premises, and it is also agreed that all employees and subcontractors shall abstain from the use of tobacco, alcohol, and drugs in any form whatsoever on school district property.

33. Included by Reference. The Contract Documents shall include by reference *N.J.S.A. 18A:18A-1, et seq.*, including but not limited to, the following:

A. There is no residency requirement except where the physical proximity of the bidder is essential to the efficient and economical purchase or performance of the Contract;

B. No specification shall be interpreted in any way to discriminate in violation of the laws against discrimination;

C. Specifications may not require a brand name without allowing for an equivalent except where certain materials are patented or copyrighted;

D. Specifications may include the Commission's right to renew, extend or release the terms and conditions necessary for the performance of extra work and the matters necessary for substantial performance of the Contract or Agreement;

E. Prospective bidders may not be unlawfully excluded by drafting the specifications in such a way so as to allow only one bidder to perform or qualify.

34. Insurance Requirements. The Contractor shall furnish an acceptable Certificate of Insurance with submission of the bid/proposal in the coverage amounts required herein. The Certificate of Insurance shall contain a ten (10) days' cancellation and/or modification notice with requirements of a written notice by the insurance company to the Commission and shall evidence Comprehensive General Liability, Comprehensive Automobile Liability, Umbrella Liability and Workers Compensation insurance coverages in the minimum amounts shown below.

- A. Comprehensive General Liability Insurance
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage
 - \$ 100,000 Pollution Cleanup
 - \$ 50,000 Fire Damage
 - \$ 5,000 Medical Expense
- B. Comprehensive Automobile Liability Insurance
 - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage and shall be included to cover any vehicle used by the insured.
- C. Excess Umbrella Liability Insurance
 - \$4,000,000
 - \$1,000,000 Sexual Harassment
- D. Workers Compensation
 - Evidence of adequate Workers Compensation Insurance, as required by the laws of the State of New Jersey and of the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:
 - a. Bodily Injury by Accident \$1,000,000 Each Accident
 - b. Bodily Injury by Disease \$1,000,000 Policy Limit
 - c. Bodily Injury by Disease \$1,000,000 Each Employee

The bidder to whom the contract is awarded for any service work or construction work, and when required by the Commission, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed above. The Commission shall be named an additional insured. In addition, the Certificate of Insurance and the insurance policies shall provide that the Commission, Commission members and employees of the Commission have been included as additional insureds. The certificate holder shall be as follows:

Monmouth-Ocean Educational Services Commission
Kathleen Mandeville
School Business Administrator/Board Secretary
900 Hope Road
Tinton Falls, NJ 07712

Additional Insured Claim: The contractor shall include the following clause on the Certificate of Insurance:

“MOESC is named as an additional insured”

35. Indemnity. The Contractor shall indemnify, defend, and save harmless the Commission, the Commission thereof and their successors, and all Officers, Agents, Employees and Servants of the Commission from and against any and all claims or demands, suits, actions, recoveries, judgments and costs and expenses (including the costs, expenses and reasonable attorney’s fees on account thereof) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property that may be made by anyone including employees of the Contractor, employees and subcontractors’ employees, for injuries to persons or damages to property (including, but not limited to, theft, and claims alleging false arrest, libel, slander and malicious prosecution) arising or resulting from acts or omissions by the Contractor.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men

36. Iran Disclosure. The Commission, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq. Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

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

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

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

37. Liquidated Damages. Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

38. Lowest Responsible Bidder. The Commission shall determine the “lowest responsible bidder” in awarding the contract. Competency, fitness and financial responsibility of bidders will be considered in making the award. If required, the bidders shall support their claims of competency, fitness and financial responsibility with evidence satisfactory to the Commission. The “lowest responsible bidder” determination shall be as expressed in the PSCL, as defined by those criteria enumerated in common law, including but not limited to, experience, financial ability, moral integrity and the availability of the facilities necessary to perform the contract.

39. Non-Collusion. Contractors submitting bids for this Project shall comply with N.J.S.A. 52:34-15. 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 Commission 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 Commission 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.

40. Political Contributions Disclosure - “Pay to Play” Law.

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

B. Chapter 271 Political Contribution Disclosure Form. Business entities (contractors) receiving contracts from a Public Agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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:

- i. any State, county, or municipal committee of a political party
- ii. any legislative leadership committee*
- iii. any continuing political committee (a.k.a., political action committee)
- iv. any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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 Commission has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

C. Political Contributions / Award of Contracts. Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

i. 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.

ii. 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."

iii. Chapter 271 Political Contribution Disclosure Form - Required. N.J.A.C. 6A:23A-6.3 (a) (4). The Chapter 271 Political Contribution Disclosure form must be submitted with the response to the bid/proposal. All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract. Statute states that the form shall be submitted no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

41. Prevailing Wage.

Required

XX NOT REQUIRED

Where applicable, contractors submitting bids for this Project shall be registered with the Department of Labor for work and be subject to the New Jersey Prevailing Wage Act at *N.J.S.A. 34:11-56.25 et seq.* Contractors submitting bids for this Project shall submit copies of their Certificate of Registration or active copies of its application, as well as copies of each of its top four specialty subcontractor's certificates or active copies of its applications with its bid. Any subcontractors utilized by its subcontractors shall be registered and validation will be the responsibility of the State. Subcontractor certificates or applications are not required to be submitted with the bids.

42. Purchase Order. A Purchase Order shall act as the Contract, together with the "Contract Documents", as herein defined, including but not limited to, this bid and specification packet beginning with Page 1 hereof and the attachments supplied herewith.

43. Qualification of Bidders. Contractor Questionnaire Certification Form: The Commission may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid, and shall furnish all information to the Commission as the Board may require, to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

44. Right to Know Law. All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. and any regulations promulgated pursuant to the Act and any applicable federal, state and local laws, regulations and ordinances governing the environment. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

A. The Contractor and its subcontractor(s) shall ensure that containers of substances belonging to the Contractor and/or Subcontractor that are stored at the owner's facility shall be properly labeled.

B. Surveys of hazardous substances stored at the school's facility by the Contractor and/or Subcontractor shall be provided to the Commission.

C. Material Safety Data Sheets ("MSDS") from manufacturers, suppliers, contractors and/or subcontractors shall be provided to designated representatives of the Commission for all products present at, purchased for, and brought on site at a school facility.

45. Schedule/School Calendar. The Contractor shall, in the scheduling of the work, comply with the Commission's requirements for maintaining the proper operation of the school district and comply with the placement school's calendar.

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2—as amended P.L. 2016 c.43

The Commission has provided within the specifications, a two (2) page form entitled **Stockholder/Partnership Disclosure and Statement of Ownership**. All bidders/respondents are to complete, sign and submit both pages for the form. Failure to complete, sign and submit the Stockholders' Disclosure Form with the bid/proposal, shall be cause for the disqualification of the bid/proposal.

47. Subcontracting; Assignment of Contract. Contractors, service providers, and all vendors with whom the Commission has an executed contract, may not subcontract any part of any work done or assign any part of contract for goods or materials for the Commission without first receiving written permission from the School Business Administrator/Board Secretary.

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

- A. Insurance Certificate as outlined in the bid specifications;
- B. Affirmative Action Evidence as outlined in the bid specifications;
- C. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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

48. Tax Exempt. As a New Jersey governmental entity, the Commission 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. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Commission. Contractors may not use the Commission's tax exempt status to purchase supplies, materials, service or equipment.

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

49. Termination of Contract. If the Commission determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Commission 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 Commission of the contract does not absolve the contractor from potential liability for damages caused the Commission by the contractor's breach of this agreement. The Commission may withhold payment due the contractor and apply same towards damages once established. The Commission 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 Commission harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the Commission for convenience without any liability or penalty to the Commission except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

50. Withdrawal of Bids.

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

B. After the Bid Opening: The Commission may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, 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. If the Commission grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid 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 Commission.

51. U.S. Products Only. Pursuant to *N.J.S. 18A:18A-20*, only manufactured and farm products of the United States, wherever available, shall be used in the work in the Project.

VI. FORMS TO BE SUBMITTED WITH BID

All documents submitted by Contractor in response to the bid for this Project shall be signed with an original signature in **blue** wet ink. The bid submission with original documents with original signatures should be marked on the first or cover page as "ORIGINAL" and any copy(ies) as "COPY" as applicable. 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 Commission will not accept facsimile or rubber stamp signatures.

1. Bid Proposal Form (*Please 'tab' or 'flag' so it can be easily found at the bid opening*)
2. Bid Security in the amount and form as described on **Page 4** herein
3. Consent/Certificate of Surety (as applicable if using a Bid Bond)
4. Affirmative Action Disclosure
5. Equal Employment Opportunity/Affirmative Action – Exhibit "A"
6. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to it
7. Letter of Federal Affirmative Action Approval, Certificate of Employee Information Report or Affirmative Action Employee Information Report (Form AA-302)
8. New Jersey Business Registration Requirements & photocopy of Contractor's Certificate
9. Contractor/Vendor Questionnaire Certification
10. Sworn Contractor Certification Regarding Debarment, Suspension, Disqualification
11. Disclosure of Investment Activities in Iran
12. Environmental Notice/Right-to-Know
13. Proof of Insurance which Meets or Exceeds Contract Requirements
14. Non-Collusion Affidavit
15. Stockholder/Partnership Disclosure and Statement of Ownership
16. C. 271 Political Contribution Disclosure Form
17. Contract with MOESC (Addressed, Dated, Witnessed and Signed by hand signatures)
18. Other Bid Forms as required herein or required by law
 - Attachment A (Letter of Proposal)
 - Attachment B (Letter of Intent)
 - Attachment C (Addenda Acknowledgement)
 - Attachment D (Bid Checklist)

BID PROPOSAL FORM

(Please 'tab' or 'flag' this Form so it may be easily found at the bid opening)

Proposal of Contractor: _____

Employer Identification Number: _____
(No social security number may be submitted – if submitted the bid shall be disqualified)

Contact: _____ Telephone: _____ Email: _____

hereinafter called the "Bidder", a corporation / partnership / an individual doing business;
^ circle applicable term and strike-out inapplicable terms ^

To the Monmouth-Ocean Educational Services Commission, 900 Hope Road, Tinton Falls, New Jersey 07712, hereinafter called the "Commission".

The Bidder above, in compliance with the invitation for bids for:

BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018

...and having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all travel, labor, materials and supplies at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Transportation Billing Solution Software Development

YOUR BID FEE

→ 1. **Project** (in numbers) \$ _____/project
(includes all requirements, investigative meetings, parameters development, follow-up meetings, testing, implementation, Product requirements resolved, staff training, etc.)
(written in words) \$ _____/ project

→ 2. **Hourly Rate** (if any) (in numbers) \$ _____/hour
(for any work outside of the scope of the initial project requirements, set during the investigative phase, shall be billed on an hourly basis)
(written in words) \$ _____/ hour

→ 3. **Web Hosting and Database Storage** (if any) (in numbers) \$ _____/ (please specify)
(for storage above the _____ limits that are included in the Project) units/time
(written in words) \$ _____/ (please specify)
units/time

→ 4. **Licensing Costs** (if any) (in numbers) \$ _____/ (please specify)
(for recurring licenses beyond those that are included in the Project) units/time
(written in words) \$ _____/ (please specify)
units/time

Identify here if the licenses need to be renewed and what the renewal fees are expected to be.

5. Single Overall Contract: The Bidder agrees to perform all of the work described in the Specifications and fulfill all of the requirements set forth in the Bid Documents and attached executed Contract Agreement.
 6. The bid amount shall be shown in words and in numbers. In case of discrepancy, the amount in words shall govern.
 7. Bidder shall possess sufficiently qualified professionals to provide the services specified by MOESC to cover the full project development and implementation in these Bid Documents.
 8. Bidder has attached to this Bid Proposal its completed, Bid Checklist which is found at ATTACHMENT C of the Bid Documents.
 9. Bidder has attached to this Bid Proposal any other form(s) as required to be submitted by the Bid Documents: (Letter of Proposal, Letter of Intent, Acknowledgment of Addenda).
 10. All Contractor professionals shall sign in and out of each visit at school main offices for security and documentation.
- 11. **Bid Security** in the sum of \$ _____ and in the form of _____ (as specified in *Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS on Page 4*) is submitted herewith. Bids not accompanied by a Bid Security shall be rejected as non-conforming.

The Bidder understands that the Commission reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. Bidders must hold the bid prices for one (1) full year beginning upon contract Agreement start date and concluding twelve (12) months later.

The Bidder hereby certifies that all of the figures, computations and additions used in estimating the bid herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for withdrawal of this bid after opening on these grounds. Further, the Bidder acknowledges, and has read in this bid, that the Commission will apply (deduct) liquidated damages should the winning bid contractor fail to enter into a contract.

The Bidder hereby certifies that no official or employee of the Commission 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 Commission.

→ Respectfully submitted by: Signature _____ (and Seal if bid is by a corporation)
Name (typed or printed) _____ Title _____
Bidder (Name of Firm) _____
Bidder Address/Zip _____
Bidder Phone _____

BID SECURITY

Bid bond, cashier's check or certified bank check in an amount as described in *Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS* on **Page 4** herein shall be made payable to "MOESC" and shall include the Bid Number and Description of the bid for which it is submitted. Bids not accompanied by said bid bond, cashiers or certified check as Bid Security shall be rejected as non-conforming.

AFFIRMATIVE ACTION DISCLOSURE

I attest that I have read and agree to comply with the Affirmative Action – Exhibit A attached hereto and mandatory affirmative action language for Goods, Professional Service and General Service Contracts, which is also included in these bid specifications.

I further agree to complete an **Affirmative Action Employee Information Report Form AA-302** as required.

The AA-302 form & instructions are available at this web site:

http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

Go to this section of the page and click where applicable. If you do not have Adobe Acrobat Reader, you must download this program to view the forms (it's free – just click on Adobe Acrobat Reader).

Forms (CTRL + left click on the hyperlinks below)

[Initial Project Workforce Report - Construction \(AA-201\)](#)
[Initial Project Workforce Report - Construction \(AA-201\) Instructions](#)
[Monthly Project Workforce Report \(AA-202\)](#)
[Monthly Project Workforce Report \(AA-202\) Instructions](#)
[Employee Information Report \(AA-302\)](#)
[Employee Information Report \(AA-302\) Instructions](#)
[Vendor Activity Summary Report](#)
[Vendor Activity Summary Report Instructions](#)

The above forms require Adobe Acrobat Reader to view.

Signature

Date

EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION

Exhibit A: GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that

Monmouth-Ocean Educational Services Commission
900 Hope Road, Tinton Falls, NJ 07712

all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division of Purchase & Property's Contract Compliance and Audit Unit (hereafter referred to as "Division"). This approval letter is valid for one year from the date of issuance; or,
- Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. or,
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the Public Agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/) and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency (see Attachment 6). Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

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

Bidder Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (typed or printed) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

AFFIRMATIVE ACTION QUESTIONNAIRE
PROCUREMENT & SERVICE CONTRACTS

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

1. Our company has a federal Affirmative Action Plan approval. Yes No
If yes, please attach a copy of the plan to this questionnaire.
2. Our company has a N.J. State Certificate of Employee Information Report Yes No
If yes, please attach a copy of the certificate to this questionnaire.
3. If you answered **"NO"** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- a. Click on "Employee Information Report"
- b. Complete and submit the form with the appropriate payment to:
Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

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

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

Bidder Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (typed or printed) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

**LETTER OF FEDERAL AFFIRMATIVE ACTION APPROVAL,
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
or AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT
(FORM AA-302)**

Sample: Certificate of Employee Information Report


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**


State Treasurer

VOID

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a Contractor.

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 business registration information 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 Contractor.

→ **Contractor will please provide a photocopy of their NJ Business Registration Certificate** ←

General Contractor Proof of Business Registration
 (Certificate Attached)

_____ Name

_____ Registration Number

Subcontractors Proof of Business Registration
 (List All, Attach All Certificates)

_____ Name

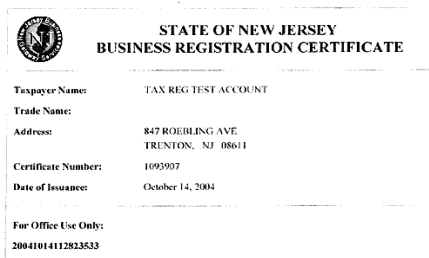
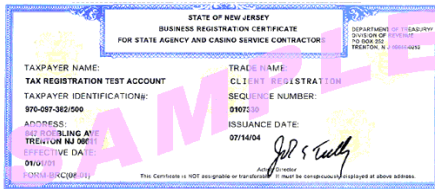
_____ Registration Number

_____ Name

_____ Registration Number

Examples:

Please list additional Subcontractors on a separate sheet and attach



CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Name of Company _____
Street Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Ext. _____
Emergency Phone Number (____) _____
Fax No. (____) _____ E-Mail _____
FEIN No. _____
Years in Business _____ Number of Employees _____

References – Work previously done for School Districts in New Jersey

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

VENDOR CERTIFICATION

Direct/Indirect Interests

- I declare and certify that no member of the Commission, nor any officer or employee or person whose salary is payable in whole or in part by said Commission 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 Commission 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 Commission.

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 (Print)

Signature

Date

**SWORN CONTRACTOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, DISQUALIFICATION**

I am _____ of the firm of _____
(your title) (name of your organization)

located at: _____
(address of your organization)

CHOOSE ONE OF THE FOLLOWING:

- () A. I hereby certify on behalf of _____ that
(name of your organization)
neither it or its principals are included on the State Treasurer's and Economic
Development Authority's or the Federal Government's List of Debarred, Suspended,
or Disqualified Bidders as a result of action taken by any State or Federal Agency.
- () B. I am unable to certify to any of the statements set forth in this certification. I have
attached an explanation to this form.

Bidder Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (typed or printed) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

Subscribed and sworn before me

this _____ day of _____, 20____.

(Seal) Notary Public of New Jersey

My commission expires: _____, 20____.

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

Bid/Quote/RFP Number: _____ Contractor/Proposer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL 'NON-RESPONSIVE'.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. **PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. ATTACH EXTRA SHEETS FOR ADDITIONAL DESCRIPTION ENTRIES.**

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____

City/State/Zip: _____

**ENVIRONMENTAL
NOTICE TO ALL BIDDERS/VENDORS**

1. Asbestos

The Commission, as per Federal and State mandate, has in place an Asbestos Hazards Emergency Response Act ("AHERA") Management Plan for each facility. As you are entering a bid that may lead to the award of a contract with the Commission, you are required to review the site-specific AHERA Management Plan as it may pertain to the contract. Environmental Connections, who should be contacted with regard to any issues raised, administers the AHERA Management Plan. This document is a part of the bid submission requirement.

In submitting this bid, we will comply with the above statement, have reviewed the Commission's Asbestos Hazards Emergency Response Act Management Plan, and have determined that we will not disturb any Asbestos Containing Material (ACM). Additionally, we have advised our employees and subcontractors of the location of ACM near the project location and have made adequate provision for protection of the ACM, workers, and environment.

Each employee of the Contractor or subcontractor, where applicable, will read the notice to vendors regarding asbestos containing materials in Commission facilities. A log sheet shall be signed by each employee of the Contractor or subcontractor acknowledging they have read and understand the locations of asbestos-containing materials in Commission facilities. A copy of the vendor notice and log sheet to be signed by each employee is available for review in the Business Office of the Commission.

Signature Title Date

2. Right-To-Know

The Commission, as mandated by New Jersey law, has in place a **Right-to-Know** compliance program. As you are entering a bid that may lead to the award of a contract with the Commission, you are required to comply with **New Jersey Worker Right-to-Know** regulations pertaining to your employees and/or subcontractors. To that end, you must familiarize your workers with the location of site-specific Material Safety Data Sheets (MSDS), and provide and maintain on site for the duration of the work the MSDS for any product entering the Commission's facilities as part of the contractual work. The facility administration must be notified of such products and the on-site MSDS must be placed in the main office prior to commencing work activity. Each product container must be labeled according to NJ R-T-K regulation and list the top five substances contained therein and any hazardous substances. This document is a part of the bid submission requirement.

In submitting this bid, we will comply with the above statement, have reviewed the facility's MSDS, and will comply with the regulation that MSDS and NJ R-T-K labeling be provided for any product requiring such, and as may be used in the course of work in the Commission.

Signature Title Date

PROOF OF INSURANCE WHICH MEETS OR EXCEEDS SPECIFICATION REQUIREMENTS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF _____: I, _____ of the firm
of _____ in the County of _____ in the State
of _____, of full age, being duly sworn according to law upon my oath, depose
and say that I am (title) _____ of the firm of _____,
and the Contractor making the Proposal for the below named Project, and that I executed the said
Proposal with full authority to do so; that said Contractor has not, directly or indirectly, entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the Project; and that all statements contained in said
Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of
New Jersey relies upon the truth of the statement contained in said Proposal and in the statements
contained in this Affidavit in awarding the contract for the said Project.

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 or bona fide established, commercial or selling agencies
maintained by the respondent.

And, I further certify that this statement is complete and continued unto the names and addresses of
every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been
listed.

And, I further certify this statement is made in compliance with Chapter 33, Laws of New Jersey of 1977.

If there are questions concerning this form or its completion, refer to Statute (P.L. 1977, ch.33) *N.J.S.A.*
52:25-2.42.

ATTESTED TO: (Company Name) _____

(Authorized Agent) _____ (Title) _____

Subscribed and sworn to: (Authorized Signature) _____

(Affix Corporate Seal)

Subscribed and sworn before me

this _____ day of _____, 20____.

(Seal) Notary Public of New Jersey

My commission expires: _____, 20____.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

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

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

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

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

Company Name _____

Company Address _____

City, State, Zip _____

List of Owners and/or Principals. Please note all with a Ten Percent (10%) or more interest as applicable.

Owner's & Principal's Names	Home Address	Title/Office Held	Percent (%) of Shares Owned

NOTE: Use additional sheets if needed. Check here if additional sheets are attached.

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

Our firm, whose Name and Address is listed above, is organized _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Phone _____ Fax _____ Email _____

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #s: 10, 11, 12, 13, & 30

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):

Aberdeen Township	Highlands Borough	Neptune Township
Allenhurst Borough	Holmdel Township	Ocean Township
Allentown Borough	Howell Township	Oceanport Borough
Asbury Park City	Interlaken Borough	Red Bank Borough
Atlantic Highlands Borough	Keansburg Borough	Roosevelt Borough
Avon-by-the-Sea Borough	Keyport Borough	Rumson Borough
Belmar Borough	Lake Como Borough	Sea Bright Borough
Bradley Beach Borough	Little Silver Borough	Sea Girt Borough
Brielle Borough	Loch Arbour Village	Shrewsbury Borough
Colts Neck Township	Long Branch City	Shrewsbury Township
Deal Borough	Manalapan Township	Spring Lake Borough
Eatontown Borough	Manasquan Borough	Spring Lake Heights Borough
Englishtown Borough	Marlboro Township	Tinton Falls Borough
Fair Haven Borough	Matawan Borough	Union Beach Borough
Farmingdale Borough	Middletown Township	Upper Freehold Township
Freehold Borough	Millstone Township	Wall Township
Freehold Township	Monmouth Beach Borough	West Long Branch Borough
Hazlet Township	Neptune City Borough	

Boards of Education (Members of the Board):

Allenhurst	Holmdel Township	Oceanport Borough
Asbury Park City	Howell Township	Red Bank Borough
Atlantic Highlands Borough	Interlaken	Red Bank Regional
Avon Borough	Keansburg Borough	Roosevelt Borough
Belmar Borough	Keyport Borough	Rumson Borough
Bradley Beach Borough	Little Silver Borough	Rumson-Fair Haven Regional
Brielle Borough	Long Branch City	Sea Bright Borough
Colts Neck Township	Manalapan-Englishtown Regional	Sea Girt Borough
Deal Borough	Manasquan Borough	Shore Regional
Eatontown Borough	Marlboro Township	Shrewsbury Borough
Fair Haven Borough	Matawan-Aberdeen Regional	South Belmar
Farmingdale Borough	Middletown Township	Spring Lake Borough
Freehold Borough	Millstone Township	Spring Lake Heights Borough
Freehold Regional	Monmouth Beach Borough	Tinton Falls
Freehold Township	Monmouth Regional	Union Beach
Hazlet Township	Neptune City	Upper Freehold Regional
Henry Hudson Regional	Neptune Township	Wall Township
Highlands Borough	Ocean Township	West Long Branch Borough

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1

Aberdeen Township Fire District No. 2

Monmouth-Ocean Educational Services Commission
900 Hope Road, Tinton Falls, NJ 07712

- | | |
|---|---|
| Englishtown Borough Fire District No. 1 | Marlboro Township Fire District No. 2 |
| Freehold Township Fire District No. 1 | Marlboro Township Fire District No.3 |
| Freehold Township Fire District No. 2 | Millstone Township Fire District No. 1 |
| Hazlet Township Fire District No. 1 | Neptune Township Fire District No. 1 |
| Howell Township Fire District No. 1 | Neptune Township Fire District No. 2 |
| Howell Township Fire District No. 2 | Ocean Township Fire District No. 1 |
| Howell Township Fire District No. 3 | Ocean Township Fire District No. 2 |
| Howell Township Fire District No. 4 | Spring Lake Heights Borough Fire District No. 1 |
| Howell Township Fire District No. 5 | Tinton Falls Fire District No. 1 |
| Manalapan Township Fire District No. 1 | Tinton Falls Fire District No. 2 |
| Manalapan Township Fire District No. 2 | Wall Township Fire District No. 1 |
| Manasquan Borough Fire District No.1 | Wall Township Fire District No. 2 |
| Marlboro Township Fire District No. 1 | Wall Township Fire District No. 3 |

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #: 9, 10, & 30

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

County: Freeholders, County Clerk, Sheriff, County Executive, Surrogate

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

- | | | |
|------------------------|----------------------------|------------------------------|
| Barnegat Light Borough | Jackson Township | Pine Beach Borough |
| Barnegat Township | Lacey Township | Plumsted Township |
| Bay Head Borough | Lakehurst Borough | Point Pleasant Beach Borough |
| Beach Haven Borough | Lakewood Township | Point Pleasant Borough |
| Beachwood Borough | Lavallette Borough | Seaside Heights Borough |
| Berkeley Township | Little Egg Harbor Township | Seaside Park Borough |
| Brick Township | Long Beach Township | Ship Bottom Borough |
| Dover Township | Manchester Township | South Toms River Borough |
| Eagleswood Township | Mantoloking Borough | Stafford Township |
| Harvey Cedars Borough | Ocean Gate Borough | Surf City Borough |
| Island Heights Borough | Ocean Township | Tuckerton Borough |

Boards of Education (Members of the Board):

- | | | |
|------------------------|----------------------------|------------------------------|
| Barnegat Township | Lakehurst Borough | Plumsted Township |
| Bay Head Borough | Lakewood Township | Point Pleasant Beach Borough |
| Beach Haven Borough | Lavallette Borough | Point Pleasant Borough |
| Berkeley Township | Little Egg Harbor Township | Seaside Heights Borough |
| Brick Township | Long Beach Island | Seaside Park Borough |
| Central Regional | Manchester Township | Southern Regional |
| Eagleswood Township | Mantoloking | Stafford Township |
| Island Heights Borough | Ocean Gate Borough | Toms River Regional |
| Jackson Township | Ocean Township | Tuckerton Borough |
| Lacey Township | Pinelands Regional | |

Monmouth-Ocean Educational Services Commission
900 Hope Road, Tinton Falls, NJ 07712

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1	Jackson Township Fire District No. 3
Brick Township Fire District No. 2	Jackson Township Fire District No. 4
Brick Township Fire District No. 3	Lakewood Township Fire District No. 1
Dover Township Fire District No. 1	Little Egg Harbor Township Fire District No. 1
Dover Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Jackson Township Fire District No. 1	Little Egg Harbor Township Fire District No. 3
Jackson Township Fire District No. 2	Plumsted Township Fire District No. 1

County Name: Atlantic

State: Governor, and Legislative Leadership Committees

Legislative District #: 1, 2, & 9

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

County: Freeholders, County Clerk, Sheriff, County Executive, Surrogate

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

Absecon City	Estell Manor City	Mullica Township
Atlantic City	Folsom Borough	Northfield City
Brigantine City	Galloway Township	Pleasantville City
Buena Borough	Hamilton Township	Port Republic City
Buena Vista Township	Hammonton Town	Somers Point City
Corbin City	Linwood City	Ventnor City
Egg Harbor City	Longport Borough	Weymouth Township
Egg Harbor Township	Margate City	

Boards of Education (Members of the Board):

Absecon City	Folsom Borough	Mainland Regional
Atlantic City	Galloway Township	Mullica Township
Buena Regional	Greater Egg Harbor Regional	Northfield City
Egg Harbor City	Hamilton Township	Pleasantville City
Egg Harbor Township	Hammonton Town	Somers Point City
Estell Manor City	Longport	Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No. 1	Buena Vista Township Fire District No. 3
Buena Borough Fire District No. 2	Buena Vista Township Fire District No. 4
Buena Vista Township Fire District No. 1	Buena Vista Township Fire District No. 5
Buena Vista Township Fire District No. 2	

County Name: Mercer

State: Governor, and Legislative Leadership Committees

Legislative District #s: 12, 14, 15, & 30

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

County: Freeholders, County Clerk, Sheriff, County Executive, Surrogate

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

East Windsor Township	Hopewell Township	Trenton City
Ewing Township	Lawrence Township	Washington Township
Hamilton Township	Pennington Borough	West Windsor Township
Hightstown Borough	Princeton Borough	
Hopewell Borough	Princeton Township	

Boards of Education (Members of the Board):

East Windsor Regional
Ewing Township
Hamilton Township
Hopewell Valley Regional
Lawrence Township
Princeton Regional
Washington Township
West Windsor-Plainsboro Regional

Fire Districts (Board of Fire Commissioners):

Chesterfield-Hamilton Fire District No. 1
Hamilton Township Fire District No. 2
Hamilton Township Fire District No. 3
Hamilton Township Fire District No. 4
Hamilton Township Fire District No. 5
Hamilton Township Fire District No. 6
Hamilton Township Fire District No. 7
Hamilton Township Fire District No. 8
Hamilton Township Fire District No. 9
Hopewell Borough Fire District No. 1
Hopewell Township Fire District No. 1
Hopewell Township Fire District No. 2
Hopewell Township Fire District No. 3
Pennington Borough Fire District No. 1
Washington Township Fire District No. 1

VIII. CONTRACT

AGREEMENT

BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018

This Agreement made this _____ day of _____ 20__, by and between:

Contractor: _____

_____ (hereinafter referred to as "Contractor");

and

Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, NJ 07712
(hereinafter referred to as "MOESC" or the "Commission")

RECITALS:

A. MOESC was established in part to provide educational and administrative services pursuant to N.J.S.A. 18A:6-51

B. MOESC's services include providing transportation services to school districts at non-public schools and public schools.

C. These transportation services are billed to the school districts where services were provided at a dollar value based upon number of students, number of routes, number of schools, number of 'stops', sharing with other districts, sharing with other schools, etc.

D. A transportation invoicing method is desired to compile all transportation billing parameters to promptly and accurately invoice the school districts served.

E. The Contractor has submitted a bid or proposal to provide MOESC with programing services as described in the Specifications contained within these Bid Documents that will provide MOESC with a mechanism, software, program, process, etc. with which to derive

transportation bills and/or invoices to school districts.

F. Contractor is willing to enter into this Agreement as an independent contractor with the MOESC to provide the **Software Development for Transportation Billing Solution** (project) consistent with the terms and conditions as set forth herein and as in the Bid Documents, which are incorporated herein by reference.

G. Contractor shall include all costs to: 1.) hold, on MOESC's site, investigative group meetings to thoroughly understand the needs of MOESC's project stakeholders; 2.) hold, on-MOESC's site, project update or development meetings as may be required; 3.) test the project's product, and; 4.) hold, on-MOESC's-site, project training for MOESC staff on how to utilize the project's product. Any work outside of the initial project requirements (set during investigative phase) shall be billed on an hourly basis and must be approved in writing by the Chief Information Officer. The vendor will supply the set hourly rate for this type of work with their proposal.

H. Contractor is willing to enter into this Agreement as an independent contractor with MOESC to provide services consistent with the terms and conditions as set forth herein and as in the bid documents, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties do agree as follows:

1. The Recitals set forth above are incorporated into and made a part of this Agreement.

2. Contractor shall provide a **Software Development for Transportation Billing Solution**, as more particularly described in the attached Bid Documents, from **April 5, 2017** to **April 5, 2018**, on which date this Agreement shall non-renew and will no longer be in full force and effect

unless there is a writing executed between the parties evidencing an extension of the termination date (hereinafter referred to as "services").

3. Contractor's services shall be generally conducted at its own location. Exceptions include services conducted at MOESC for the purposes of pre-project investigative meetings, project update or development meetings, and/or project implementation trainings.

4. Contractor employees who provide services at MOESC shall report to the MOESC location, identify themselves, legibly sign in and out, describe the times of day of arrival and departure and identify the date and the purpose of the service being provided.

5. Contractor shall invoice MOESC's Chief Information Officer upon completion of:

a. The "investigative" phase and presentation of the first version of the software for testing. Contractor will have met with MOESC staff, determined the requirements, developed a solution, and demonstrated a working prototype. [35% completion payment]

b. The actual data from MOESC's VersaTrans Routing Management system is able to be imported and filtered into district/route/school/student-based invoices, MOESC staff have logged-in and have been trained. [35% completion payment]

c. The software solution system goes live, other district users have logged-in, and any issues identified after "go live" which are within the requirements of the project are resolved [30% completion payment]

6. Contractor(s) shall agree to guarantee the bid price(s) for a period of Two (2) years from the date of the award of contract. Afterward, Contractor(s) may increase the bid price(s) through written request to the Commission, by October 1st of the current year for MOESC's budgeting

purposes, for pricing that will take effect for the following July 1st – June 30th school budget year.

7. As per N.J.S.A.18A:18A-19, liquidated damages will be assessed (deducted) at a rate of 3% of the Contract amount per day (excluding weekends and holidays) that the project is late beyond the Contract Term stated herein.

8. Any issues in providing the services shall be communicated immediately to MOESC - Chief Information Officer, 900 Hope Road, Tinton Falls, New Jersey 07712, email jventre@moesc.org or telephone 732-695-7836.

9. Payments shall be made only after receipt of an accurate Contractor's invoice accompanied by complete and correct documentation, and will be based upon the awarded bid rate, not negotiable at a later date, consistent with MOESC's practices and procedures for payment of vendors' invoices. MOESC staff will not be responsible for Contractor documentation corrections as this is the sole responsibility of the Contractor. The payments for such services based upon the awarded bid rate shall be the sole and exclusive amounts paid to Contractor for services provided. No other type of reimbursement or compensation shall be provided.

10. Contractor shall protect, indemnify and defend at its own cost and hold harmless MOESC from and against any and all claims, demands, causes of action, liabilities, damages and costs of any kind and character whatsoever including, but not limited to, all litigation costs, court costs, reasonable attorney's fees, investigation expenses and settlement of any claim or lawsuit, asserted by any persons or entities arising out of Contractor's negligence, gross negligence or willful misconduct in the provision of its services.

11. Contractor agrees to comply with the provisions of law.

12. Neither party's failure to require performance of any term hereof shall affect

its right to require full performance of all terms hereof at any time hereafter and its waiver of a breach of any term shall not constitute a waiver of similar, future breach.

13. Neither party may assign this Agreement without the written consent of the other party.

14. Contractor shall maintain in full force and effect insurance coverages with policy limits of \$1,000,000.00 in primary coverage for each. The following coverages shall be maintained: comprehensive general public liability insurance, automobile, bodily injury and property damage, workers compensation, employer's liability and occupational disease insurance. The Contractor shall deliver to MOESC certificates of such insurance, adding MOESC as an additional insured.

15. The Contractor shall not utilize any other contractor ("subcontractor") without MOESC's prior written approval. Any contracts entered into between the Contractor and subcontractors shall conform to and incorporate the provisions of this Agreement. MOESC shall have the right to remove the subcontractor(s) from the provision of services for whatever reason MOESC deems significant, and in such an event, the Contractor shall be responsible for preventing the subcontractor(s) from providing the service or from being physically present at the service location. The Contractor further agrees that, in the event a subcontractor is retained by the Contractor, it shall be expressly provided in any such contract that the subcontractor is solely associated with the Contractor and not with MOESC and that the Contractor is solely responsible for payment to the subcontractor.

16. The Contractor's services provided hereunder shall be that of an independent contractor. The Contractor is not an agent of MOESC. The Contractor shall have no authority to bind MOESC by any representation, warranty or agreement unless specifically authorized in writing by the

MOESC. The Contractor is an independent agency under this Agreement, and no employee, officer or director of the Contractor shall have the authority to bind the MOESC by any representation, warranty or agreement unless specifically authorized in writing by the MOESC and Contractor's employees shall not be deemed or treated as employees or agents of the MOESC. The Contractor's employees shall be free to dispose of such portion of entire time, energy and skill during regular business hours as she/he/it is not obligated to devote hereunder to MOESC and in such manner as she/he/it sees fit and to such persons, firms or corporations as she/he/it deems advisable. The Contractor's employees shall not be considered as having an employee status or as being entitled to participate in any MOESC plans, arrangements, benefits or distributions pertaining to or in connection with any pension, employee benefits, bonus, profit or other similar benefits for any regular employee or employees.

17. If either party commits a material default under any of the terms and conditions of this Agreement and fails to cure such default within ten (10) days after receipt of written notice specifying such default, this Agreement may be terminated as set forth herein or other lawful rights and remedies may be pursued. Notice shall be provided by mail, certified, return receipt to the MOESC Superintendent and Contractor's authorized agent.

18. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

19. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

20. This Agreement constitutes the entire agreement between the parties with respect to the subject matters herein, and supersedes and integrates any and all prior representations,

negotiations, discussions, understandings and agreements, whether oral or written.

21. Each party acknowledges that the other parties, nor any agent or attorney of the other parties, have made any promises, representations or warranty whatsoever, express or implied, not contained in the Agreement to induce it to execute this Agreement.

22. No waiver of any of the provisions of the Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. Contractor agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

24. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

25. All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Commission offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate

knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

26. This Agreement shall become effective upon execution by both parties.

27. The original of this Agreement shall be retained by Contractor and copies shall be provided to MOESC for its records.

28. This Agreement may be amended only with the express, written consent of both parties. A change shall become an addendum to the original Agreement and shall be appended to it.

29. This Agreement may be terminated by either party upon ninety (90) days' advanced, written notice to the other party. The notice shall be mailed to the other party's last known business address by certified mail, return receipt requested. The notice shall be deemed effective on the date of the mailing.

30. Each party to this Agreement acknowledges that it has read and agrees to all terms and conditions stated herein.

31. The parties agree and acknowledge that this is a negotiated instrument and any ambiguities herein shall not be construed against the drafter.

32. Each individual signing this Agreement represents that he or she is vested with the authority to do so.

33. The Contractor represents that it has the requisite skill and experience to perform the services.

34. The Contractor is solely responsible for his/her/its own safety and the safety of his/her/its employees and all other persons whom the service might affect, including but not limited

to, visitors, residents and employees of others. The Contractor has the duty of providing for the reasonable safety of the service.

35. The Contractor agrees to indemnify and hold harmless MOESC and any of MOESC's agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees in the event any action is taken to resolve a dispute arising out of Contractor's sole negligence and/or act, omission or breach of this Agreement, or that of any employee, subcontractor or any other person associated or employed by the Contractor or for other persons whose acts the Contractor may be liable.

36. The Contractor is fully responsible for her/his/its and all acts, negligent or otherwise, or omission, negligent or otherwise, of all of her/his/its employees of her/his/its subcontractors and their employees, and for any other person or persons associated with the Independent Contractor and this Agreement.

37. Any notice to the parties under this Agreement shall be sent certified mail, return receipt requested or overnight delivery service addressed as follows:

To the Contractor: [At the address provided]

To the MOESC: Monmouth-Ocean Educational Services Commission

900 Hope Road Tinton Falls, NJ 07712

Attention: Kathleen Mandeville, Business Administrator

38. Contractors submitting bids for this Project shall comply with the requirements of *N.J.S.A. 10:5-31 (P.L.1975, c.127), et seq.* and *N.J.A.C. 17:27, et seq.* for Mandatory Equal Employment Opportunity / Affirmative Action Language Exhibit A: GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS.

Monmouth-Ocean Educational Services Commission
900 Hope Road, Tinton Falls, NJ 07712

39. MOESC shall pay Contractor only for the services rendered consistent with this Agreement at the rates awarded by MOESC.

40. Payment shall be made only after receipt of an accurate Contractor's invoice accompanied by complete and correct documentation, and will be based upon the awarded bid rate, not negotiable at a later date, consistent with MOESC's practices and procedures for payment of vendors' invoices. **No other type of reimbursement or compensation shall be provided.**

IN WITNESS WHEREOF, Monmouth-Ocean Educational Services Commission has caused this Agreement to be executed in its corporate name, by its authorized representatives, and the Contractor has set his hand and seal as of the date and year first above written.

ATTEST:

By: _____
Witnesseth

By: _____
Contractor

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION:

By: _____
Kathleen Mandeville
Board Secretary/Business Administrator

By: _____
MOESC Board President

IX. SPECIFICATIONS for PROJECT

Purpose.

In accordance with N.J.S.A.19:44A-20.4 et seq "Pay-to-Play" law, the Monmouth-Ocean Educational Services Commission ("MOESC", "Commission") is soliciting Request for Proposals (RFPs) for the purpose of **Software Development for Transportation Billing Solution** ("Contractor") Services (a "billing software", "invoicing software" or "Product") from providers in the State of New Jersey that wish to provide said services to the Commission as directed by the Commission's Board of Directors. It is the intention of the Commission to appoint a professional firm or individual to provide these services to the Commission for the period described in the 'Contract Term' below. Under Title 18a-18a-5 (1) professional services are not required to be bid or advertised and the Board is not required to award on the basis of lowest price and will award based on criteria as outlined in this RFP. The requests are being made to ensure the Commission receives the highest quality service at a fair and competitive price.

Background.

The Transportation Department of the Monmouth-Ocean Educational Services Commission (MOESC) utilizes 100% contracted services from independent bus company contractors to transport students to and from Public schools, Non-public schools and Private Schools for the Disabled throughout New Jersey, and invoices the requesting school district (District) for the services provided. MOESC utilizes Tyler Technologies, Inc. *VersaTrans* Student Transportation Management software to store SQL data relating to student transportation and to determine the most efficient bus routing and bus stops based upon student addresses and school destinations. A bus route may be shared with multiple Districts and/or multiple schools, each school may have a different organizational Calendar (some schools are 'open' on a day where other schools are 'closed'), and the cost billed to each District depends upon the number of their students transported on that route, on that day, times the number of school days in the month. Currently, monthly bills generated for the Districts are manually calculated as there is no billing component in the *VersaTrans* software package. The amount billed monthly to the school Districts is the bus Contractor's fee plus a MOESC administration/management fee (currently 5%).

1. Students Transported = 8,000 (some students require an extra-cost '1:1' Aide or a 'whole-bus' Aide)
2. Routes Utilized = 1,175
3. Schools Served = 900 (each with their own Calendar of 'open' days and 'closed' days)
4. Districts Served = 100
5. Bus Contractors = 50

MOESC Locations.

1. Business Office / Administration: 900 Hope Road, Tinton Falls, NJ 07712
 - a. Joe Ventre – Chief Information Officer
 - i. 732-695-7836
 - ii. jventre@moesc.org
 - b. Kathleen Mandeville – Business Administrator
 - i. 732-695-7827
 - ii. kmandeville@moesc.org
2. Transportation Department: 100 Tornillo Way, Tinton Falls, NJ 07712

- a. Virginia Maita – Director of Transportation
 - i. 732-389-5555 x1010, x1022
 - ii. vmaita@moesc.org

Scope of Services.

1. Create an invoicing software or Product system that will generate monthly reports and invoice support data for the MOESC transportation services provided to each District.
2. The data used to generate the bills is stored in the *VersaTrans* SQL database.
3. There are several variables involved in generating an invoice for our clients. The vendor must work with the MOESC Transportation Department staff to identify current billing processes and procedures to determine the algorithms required to generate the invoices. MOESC staff will also provide detail as to how the invoice support data should be formatted.
4. A preliminary investigation Flow Chart is included as part of these Bid Documents as a separate attachment: ***BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018 Flow Chart***. Contractor is responsible to interview stakeholders, verify the parameters, and add, delete and/or fine-tune the variables contained therein.
5. The Product must include a method for MOESC staff to generate invoice support data, utilizing multiple filters (by district, school, date, student etc.) and have the invoice support data printed or emailed (as a PDF attachment).
6. All invoice support data must be viewable through a web browser utilizing SSL.
7. The vendor must provide hosting and database storage.
8. The product must provide MOESC staff with a way to add/remove users and set different user roles.

Product Requirements.

1. Ability to produce monthly electronic and hard copy Invoices.
2. Ability to produce monthly electronic and hard copy Reports.
3. A historical view of Invoice support data generated with the ability for the data to be filtered.
4. A connection must be made to our *VersaTrans* database.
- a. This database is hosted by Tyler Technologies. This connection will either be real time or a copied version to be stored on a cloud server.
5. Multiple tables need to be built in a “billing” database to store a variety of information (see separate attachment: ***BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018 Flow Chart*** example).
6. A secure, web-based front end form must be created to enable Transportation staff to pull up routes (by route #) and enter information regarding the route (such as, but not limited to contractor, dollar amount charged by vendor, etc.).
7. A secure, web-based front end form must be created for school districts and/or schools to:
 - a. Log in (required) (School and District level logins).
 - b. Create their school calendars for the year (this must be as user friendly as possible for the end user):
 - i. Identify days the district’s school is closed
 - ii. Identify half days
 - iii. Identify special hours

- c. If the user is logged in with a “district level” log in, the user is presented with the option to apply the calendar to a specific school within the district or the entire district.
 - d. The solution created must calculate if the number of “open” days is less than 180. If so, a message needs to be displayed warning the user and ask if the user wants to review the calendar or save it.
 - e. MOESC must have the ability to create users and assign them to a school or District to prevent unauthorized users from creating calendars. We must also have the ability to send the credentials directly to the end user.
 - f. Before saving, the user is to be shown a “certification statement” regarding the calendar. The solution must save the date/time and user for MOESC to access in the event there is a scheduling issue.
 - g. A “district level” instruction manual will be created that demonstrates log-in, calendar entry and other “district level” features.
8. Data read from the ***VersaTrans*** database must go through a validation process (see separate attachment: ***BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018 Flow Chart*** example).
 9. Monthly invoice data/reports must contain:
 - a. List of all routes for the District
 - b. List of all students on each route
 - c. List of all destinations
 - d. Bus Contractor utilized
 - e. List each per diem
 - f. Number of days on the route for the month
 - g. Total for each destination
 - h. If there was an extra-cost ‘1:1’ aide on the route
 - i. If there was an extra-cost ‘whole-bus’ aide on the route
 - j. Total number of students going to each destination
 - k. Grand total costs to district for the month
 10. Invoicing Capabilities:
 - a. MOESC must have the ability to create ad-hoc invoices:
 - i. In the event an invoice needs to be sent outside of our normal billing cycle.
 - b. Invoicing Reports:
 - i. Ability to generate invoicing reports with various filters (by sent date, by service date, by start date, by route, by vendor, by school, by District. Additional filters to be discussed at project launch).
 11. Export capabilities for future import to financial systems.
 12. The solution must be cloud-based and externally hosted. Please include your Service Level Agreement (SLA). If the hosting facility is a 3rd party to the vendor submitting the proposal, the vendor must provide the name of the 3rd party and the SLA information with their proposal.
 13. No Java or Flash.
 14. Cloud-based solution with Health Insurance Portability and Accountability Act (HIPAA) compliant storage.
 15. Open source software will be considered but is not preferred.
 16. Web site/pages must not require plug-ins as a default.

17. Site must be compatible with Internet Explorer, Firefox, Chrome and Safari browsers.
18. Site will use Verisign for SSL Connectivity (to be included in your costs).
19. An instruction manual will be created that shows MOESC "Transportation Department level" features and functions.
20. Proposal must include (on the ***Bid Proposal Form***):
 - a. Project Cost
 - b. Hourly Rate (for any work outside of the scope of the initial project requirements)
 - c. Web Hosting and Database Storage Costs
 - d. Licensing Costs (identify if the licenses need to be renewed and what the renewal fees are expected to be).
21. Product at its conclusion:
 - a. All data stored by the solution will be the property of the MOESC. MOESC grants no license or permission for the vendor to use the data for anyone other than the MOESC.
 - b. Product will be used exclusively by the MOESC. This solution will not be repackaged/rebranded and licensed to any other organization while the MOESC has an agreement in place with the vendor and for a period of three (3) years after termination of this agreement.

Qualifications.

1. Branch office located in Monmouth County or local to MOESC location(s) is preferable.
2. A minimum of ten (10) years of experience in similar software solutions.
3. Experience Oracle or SQL databases.
4. Experience in web design, form design, report writing.
5. Experience in web security.
6. A list of similar projects, including at least three (3) involving an SQL database with reports and invoice support data outputs.

Form of Compensation and Payment.

The Contractor is authorized to submit an invoice upon completion of each milestone. Invoices must reference the tasks detailed in the scope of work and must be in strict accordance with the firm prices submitted for each task on the pricing sheets of this RFP. All invoices must be approved by the Chief Information Officer and the Business Administrator before payment is authorized. Final payment will not be made until the Product is delivered and operational.

Liquidated Damages.

As per N.J.S.A.18A:18A-19, liquidated damages will be assessed (deducted) at a rate of 1% of the Contract amount per day (excluding weekends and holidays) that the project is late beyond the Contract Term stated herein.

Contract Term.

The Commission wishes to contract for the services described herein for the term:

April 5, 2017 to April 5, 2018

Confidentiality.

All information and data contained in the source documents and information supplied by the Commission are to be considered confidential and shall be solely for the use of the issuing office and the using agency.

The contractor will be required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the contractor, or his/her employees will be considered in violation of this contract and will cause infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees will include, but are not limited to, cancellation of contract and/or legal action without damages paid by the Commission.

Procurement Process.

The selection of a proposed Contractor is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The Commission has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each professional firm and/or individual is provided an equal opportunity to submit a Proposal Package in response to the Request for Proposal (RFP) and be evaluated in accordance with the criteria set forth in herein.

Proposal Packages will be reviewed and evaluated by the Commission to determine if the Respondents have met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Proposal Package, including information about the reputation and experience of each Respondent, the Commission will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the Commission) will be designated as a Proposed Respondent and will be given the opportunity to participate in the selection process as determined by the Commission.

Coordination of Activities.

All communications concerning this RFP shall be directed in writing to: Kathleen Mandeville, Business Administrator/Commission Secretary Monmouth-Ocean Educational Services Commission 900 Hope Road (Green Grove Road) Tinton Falls, New Jersey 07712 kmandeville@moesc.org

Contract Expenses.

Please note the following as it pertains to expenses related to the contract:

1. Incidental expenses related to the contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the service provider. The Commission will not reimburse any vendor for any incidental expenses related to the contract.
2. Travel expenses related to the services provided shall be included in the *Section 3. Cost: Fee Proposal*. The Commission will not pay any costs for travel. Travel time and/or training time is not to be charged on an hourly or service rate. Travel time to and from the site of the service and training time is to be borne by the Respondent.

Evaluation Criteria.

The Commission intends to evaluate all Presentation Packages (Proposals) on the basis of the responses that are the most advantageous to the Commission, price and other factors considered, and whose response will provide the highest quality of services at fair and competitive prices. Included in the evaluation process, but not limited to, are:

1. Expertise and ability to perform the services
2. Qualifications and References
3. Organization, staffing and experience
4. Costs
5. Knowledge of the subject matter discussed in the proposal and knowledge of the Commission.
6. Respondents may be requested to send representatives to the Commission for interviews. The Commission reserves the right to meet with and interview the top three (3) Respondents (in its sole judgment) to verify the Presentation Package responses. Interview meetings may be scheduled (if any) during the **March 30, 2016 through March 31, 2016** time frame.
7. Other factors documented in the respondent's Presentation Package that may be in the best interests of the Commission.

Presentation Package.

The Respondent's response to this RFP shall include details of and be evaluated on all of the following. Please clearly mark all responses (1.1, 1.2, etc.) as indicated below. Any exclusions or lack of a response will earn a score of '0 = Specifications Not Met', as per below:

1. Technical (equal weighting of sub-sections 1.1 – 1.9)

a. Description of Services

- 1.1 An Executive Summary (not to exceed two (2) pages) of the most pertinent information contained in all the other parts of the firm's Proposal Package.
- 1.2 An executed *Letter of Proposal* (See Attachment - A to this RFP) on your firm's letterhead.
- 1.3 An executed *Letter of Intent* (See Attachment - B) on your firm's letterhead.
- 1.4 A substantiation summary of how your firm will meet (or exceed) the Product Requirements listed above. Please then list any exceptions, issues or conflicts you may have with these Specifications, Requirements or Contract (if any).
- 1.5 Three (3) reasons (not mentioned in any other statements in your response) why your response should be selected by the Commission.
- 1.6 Evidence of similar size and scope services that were provided to other entities or schools (public and/or private) in New Jersey (or elsewhere).
- 1.7 List all immediate relatives of Principal(s) of Respondent who are Commission employees or officials of the Commission. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If none, provide statement indicating 'none'.
- 1.8 Evidence of any innovation or successful approach in providing the services that would assist in the evaluation process.
- 1.9 Include a copy of the signed Contract Agreement.

2. Managerial (equal weighting of sub-sections 2.1 – 2.15)

- a. Business Organization** - Submit a full description of the business organization to include (but not be limited to):
- 2.1 Name, address(es of branch office locations), distance in miles of your office location to the Commission's, phone, fax, email, and other information of the professional firm or individual.
 - 2.2 Brief professional history of your firm.
 - 2.3 Vision and/or philosophy of the professional firm or individual.
 - 2.4 Recent, current and projected work load and a statement concerning the ability of the professional firm or individual to perform the services as specified.
 - 2.5 Organizational chart noting the names of all principals, partners, support staff as well as indicating which senior member and staff assigned to the project.
 - 2.6 Resume(s) of key staff member(s) that will provide the services.
 - 2.7 Description of your detailed timeline plan for implementing and delivering the Product.
 - 2.8 Other organizational information concerning individuals of the professional firm or of the individual that would assist in the evaluation process.
- b. Qualifications and Experience** - Submit documentation highlighting the qualifications and experience of the respondent that will assist in the evaluation team in the selection process. Such documentation shall include:
- 2.9 Evidence of providing services of similar size and scope as listed in the specifications to companies, organizations, firms, public & private schools:
 - a) To whom. Include contact name, title, address, phone, email
 - b) For how long. Include dates of service.
 - c) To an Educational Services Commission or school is a 'plus'.
 - d) A minimum of five (5) years of experience is expected, ten (10) a 'plus'.
 - 2.10 Availability of personnel, facilities, equipment, and other resources to provide the services requested.
 - 2.11 Letters of recommendation from three (3) business entities (other than listed in 2.9 above) of similar size as the Commission and/or public/private school districts in New Jersey.
 - 2.12 Copies of professional and/or educational licenses and/or certifications and/or awards and/or publications and/or media exposure that substantiates your firm's ability to perform the services as listed in the specifications.
 - 2.13 Evidence of Insurance in the amounts described in F. *Insurance Requirements*
 - 2.14 List of any judgments, claims or suits pending or outstanding against respondent within the last three (3) years and/or a list of bankruptcy or organization proceedings within the past ten (10) years. If any, please explain. If none, provide a statement indicating 'none'.
 - 2.15 Other qualification information concerning the firm and/or the individuals of the firm and/or the **3rd party vendors** that would assist in the evaluation process.

3. Cost (weighted sub-sections 3.1 – 3.4 as indicated)

a. **Fee Proposal** - Submit a fee proposal schedule (*on the Bid Proposal Form located on page 27 of these Contract Documents*) that compliments the services that are being requested.

- 3.1 Product Total Cost as specified herein (90%).
- 3.2 Hourly Rate (for any work outside of the scope of the initial project requirements)
- 3.3 Web Hosting / Database Storage Costs (if any) for storage above that which may be included in the Project (5%).
- 3.4 Licensing Costs (if any) for recurring licenses beyond those that are included in the Project. Identify if the licenses need to be renewed and what the renewal fees are expected to be (5%).

Evaluation of Proposals - Methodology.

All RFP responses will be evaluated on the basis of the Presentation Package (proposal) whose response is the most advantageous to the Commission, price and other factors considered, and whose response will provide the highest quality of services at fair and competitive prices.

Evaluations of all proposals will utilize the following “whole number” rubric applied (in the Commission’s sole judgment) to **Section 1. Technical** and **Section 2. Managerial** for each point of information (as above, numbered 1.1 through 3.3) submitted in each Presentation Package (Proposal):

- 0 = Specifications Not Met
- 1 = Specifications Minimally Met
- 2 = Specifications Partially Met
- 3 = Specifications Mostly Met
- 4 = Specifications Fully Met
- 5 = Specifications Exceeded

Evaluations of all proposals will additionally utilize weighted-average numbers applied (in the Commission’s sole judgment) to **Section 3. Cost** for each point of information submitted in each Presentation Package’s **Bid Proposal Form** (Proposal) where 5 = lowest responsive and responsible proposal’s cost, and the balance of the Proposals are weight-averaged based upon their submitted costs)

Then, a relative weight for each section will be applied as listed below:

	<u>Weight</u>	<u>Max Score</u>	<u>Max Section Score (= Weight x Max Score)</u>
1. Technical	33%	5	1.65
2. Managerial	33%	5	1.65
3. Cost	34%	5	1.70
			<hr/> 5.00 = Maximum Total Score

The Maximum Total Score for each complete response, with all sections weighted and considered, will be between zero (0 = Specifications Not Met) and five (5 = Specifications Exceeded).

Evaluation of Proposals – Committee.

A committee will be selected to evaluate the proposals that are submitted. Committee members will

be familiar with the need for services to be performed in the Request or Proposal (RFP) and will be identified in the final report submitted to the Commission's Board of Directors.

In accordance with the Office of State Comptroller's publication, *Best Practices for Awarding Services Contracts* Section 4 – (*The Need for an Evaluation Committee*), it has been determined that evaluators:

- "...are sufficiently qualified to evaluate the strengths and weaknesses of the proposals"
- "...have the relevant experience necessary to evaluate the proposals" and
- "...are familiar with the need for the services to be performed in the RFP"

Conditions Applicable to the RFP.

Upon submission of a Proposal Package (Proposal) in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The Commission reserves the right to reject for any reason any and all responses and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
2. The Commission reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal Package that is not responsive to the requirements of this RFP.
3. The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
4. All Proposal Packages shall become the property of the Commission and will not be returned.
5. All Proposal Packages will be made available to the public at the appropriate time, as determined by the Commission (in the exercise of its sole discretion) in accordance with law.
6. The Commission may request Respondents to send representatives to the Commission for interviews.
7. Neither the Commission nor their respective staffs, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal Package, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal Package or for participating in this procurement and/or interview process.

Rights of the Commission.

The Commission reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Proposal Package received complies or fails to comply with the terms of this RFP.
2. To supplement, amend or otherwise modify the RFP through issuance of addenda via Commission website.
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
5. To conduct investigations of any or all of the Respondents, as the Commission deems necessary or convenient, to clarify the information provided as part of the Proposal Package and to

request additional information to support the information included in any Proposal Package.

6. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Commission may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Commission shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

X. ATTACHMENT A - LETTER OF PROPOSAL

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

[INSERT DATE]

Kathleen Mandeville, Business Administrator/Board Secretary
Monmouth-Ocean Educational Services Commission
900 Hope Road (Green Grove Road)
Tinton Falls, New Jersey 07712

Dear Ms. Mandeville:

The undersigned has/have reviewed my/our Proposal Package (Proposal) submitted in response to the Request for Proposals (RFP) issued by the Monmouth-Ocean Educational Services Commission ("Commission") on the date indicated herein, in connection with the Commission's need for a Provider of:

BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018

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

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

Respondent Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (Authorized Agent) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

XI. ATTACHMENT B - LETTER OF INTENT

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

[INSERT DATE]

Kathleen Mandeville, Business Administrator/Board Secretary
Monmouth-Ocean Educational Services Commission
900 Hope Road (Green Grove Road)
Tinton Falls, New Jersey 07712

Dear Ms. Mandeville:

The undersigned, as Respondent, has submitted the attached Proposal Package (Proposal) in response to a Request for Proposals (RFP), issued by the Monmouth-Ocean Educational Services Commission ("Commission"), on the date indicated herein, in connection with the Commission's need for:

BID 17-18 • RFP Software Development for Transportation Billing Solution 2017-2018

Respondent HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Commission's procurement schedule.
3. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal and any Proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Respondent hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as a participating Principal, but only if acceptable to the Commission.
5. Respondent declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. Respondent acknowledges and agrees that the Commission may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Commission shall have no liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. Respondent acknowledges that any contract executed with respect to the provision of the above listed services must comply with all applicable Affirmative Action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

Monmouth-Ocean Educational Services Commission
900 Hope Road, Tinton Falls, NJ 07712

8. Respondent submits a proposal for the fees as indicated on the enclosed **BID PROPOSAL FORM**.
9. Respondent agrees that, if selected by the Board to perform services outlined in RFP, he/she/it shall perform and deliver the services as specified in the RFP. Respondent(s) further agrees that if at any time during the period covered by this RFP, the Respondent is unable or unwilling to perform said services that the Commission may utilize the next available responsible Respondent, and Respondent will reimburse the Board any cost difference between the fee that would have been paid and the cost paid by the Commission.
10. Respondent agrees to defend, indemnify and hold the Commission harmless with respect to any claim for injury to person or property arising out of acts of Respondent, its subsidiaries, parents, agents, principals or employees.
11. Respondent agrees that the services are being delivered and are intended to be performed in the State of New Jersey and shall be constructed and enforced in accordance with the laws of that State.
12. Respondent agrees that the services may be terminated by the Commission by giving the respondent 30 days advance written notice.

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

Respondent Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (Authorized Agent) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

XII. ATTACHMENT C - (please fill-in or check off as applicable)

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the hereinafter enumerated Addenda which may have been issued during the period of bidding and agrees that said Addenda shall become a part of this contract. Addenda or the written clarification or interpretation of the Bid Forms or Bid Revisions (if any) in the form of Addenda will be available on the moesc.org website no later than 7 days (not including Saturdays, Sundays and holidays) prior to the date for the Bid opening. The bidder shall list below the numbers and issuing dates of the Addenda or check the box 'No Addenda Received'.

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

NO ADDENDA RECEIVED

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (Authorized Agent) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

XIII. ATTACHMENT D - (please fill-in or check off as applicable)

BID CHECKLIST

Bidder Information:

Signature _____ (and Seal if bid is by a corporation) Date _____

Name (Authorized Agent) _____ Title _____

Bidder (Company Name) _____

Address/Zip _____

Phone _____ Fax _____ Email _____

Please 'check off' or mark 'NA' as applicable below and include this Bid Checklist in your bid submittal package.

_____ **Bid Proposal Forms** (Please 'tab' or 'flag' so it can be easily found at the bid opening)

_____ **Bid Security:** A bid bond, cashiers or certified bank check in an amount as described in Section III. INVITATION TO BID and SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS on Page 4 herein shall be made payable to "MOESC" and shall include the Project Description of the bid for which it is submitted. **Check Number** _____

_____ **Consent/Certificate of Surety** (as applicable)

_____ **Affirmative Action Disclosure Form**

_____ **Equal Opportunity / Affirmative Action - Exhibit "A" Form**

_____ **Affirmative Action Questionnaire Form**

_____ **Letter of Federal Affirmative Action Approval, Certificate of Employee Information Report or Affirmative Action Employee Information Report (Form AA-302)**

_____ **New Jersey Business Registration Requirements** (attach a photocopy of Certificate)

_____ **Contractor/Vendor Questionnaire Certification Form**

_____ **Sworn Contractor Certification Regarding Debarment, Suspension, Disqualification Form**

_____ **Disclosure of Investment Activities in Iran Form**

_____ **Environmental Notice/Right-to-Know Form**

_____ **Certificate of Insurance**

_____ **Non-Collusion Affidavit Form**

_____ **Stockholder/Partnership Disclosure and Statement of Ownership Form**

_____ **C. 271 Political Contribution Disclosure Form**

_____ **Contract with MOESC** (Addressed, Dated, Witnessed and Signed by wet ink signatures)

_____ **Other Bid Documents** as required herein (or required by law)

_____ Attachment A (Letter of Proposal)

_____ Attachment B (Letter of Intent)

_____ Attachment C (Addenda Acknowledgement)

_____ Attachment D (Bid Checklist)