

REQUEST FOR QUALIFICATIONS
2023-005

FOR OFFERING

REGISTRATION / LEAD RETRIEVAL AND SESSION TRACKING

FOR THE NJSBA/NJASA/NJASBO
ANNUAL WORKSHOP & EXHIBITION

Attention: LOU SCHIMENTI, ASSOCIATE DIRECTOR OF
EXHIBITIONS AND COOPERATIVES

Proposals Due January 3, 2024
2:00 P.M. E.S.T.



New Jersey School Boards Association

413 West State Street • Trenton, NJ 08618 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

REQUEST FOR QUALIFICATIONS 2023-005 FOR REGISTRATION / LEAD RETRIEVAL AND SESSION TRACKING FOR THE NJSBA/NJASA/NJASBO ANNUAL WORKSHOP & EXHIBITION

Introduction Letter

Lou Schimenti
Associate Director of Exhibitions and Cooperatives

Phone: 609-278-5271
E-mail: lschimenti@njsba.org

November 15, 2023

To Interested Respondents:

The New Jersey School Boards Association, hereinafter (NJSBA) is requesting quotations for a Registration / Lead Retrieval And Session Tracking company interested in providing services for the NJSBA/NJASA/NJASBO Annual Workshop and Exhibition. The New Jersey School Boards Association (NJSBA) seeks the services of a highly qualified Registration / Lead Retrieval and Session Tracking company to provide efficient, economical, and creative services for both the Association and our exhibitors.

NJSBA will select one Respondent through a "fair and open" contracting process to enter into a two-year contract with an optional extension of a third year at the discretion of NJSBA. The proposal to offer the Registration / Lead Retrieval and Session Tracking company a contract shall be in accordance with the attached Request for Qualifications and fully comply with the following:

- i. Public School Contracts Law *N.J.S.A. 18A:18A-1 et seq.*, *N.J.S.A 18A:18A-5e*, *N.J.A.C. 5:34-4 et seq.* and *N.J.A.C. 5:34-7 et. seq.* and *5:34-7.30.*
- ii. Federal and New Jersey State law and regulations
- iii. New Jersey Open Public Records Act, *N.J.S.A. 47:1A-1 et. seq.*

The deadline for proposals is 2:00 p.m. E.S.T. on Wednesday, January 3, 2024. Thank you for your interest.

Sincerely,

Lou Schimenti
Associate Director of Exhibitions and Cooperatives

REGISTRATION / LEAD RETRIEVAL AND SESSION TRACKING REQUEST FOR QUALIFICATIONS

NJSBA/NJASA/NJASBO ANNUAL WORKSHOP & EXHIBITION

Please separate pricing for the 2-year contract – 2024 & 2025

Optional Extension of third year on contract for 2026 – please breakout pricing separately for 2026

Group: New Jersey School Boards Association
413 West State Street, Trenton, NJ 08618

Contact: Lou Schimenti, Associate Director of Exhibitions and Cooperatives
lschimenti@njsba.org

Show Dates: October 21-24, 2024
October 20-23, 2025
Optional 3rd year - October 19-22, 2025

Location: Atlantic City Convention Center (ACCC)
Atlantic City, NJ 08401

Halls D, Flex, Dog Leg & part of Hall C - for the exhibit floor Approximately 125,000 sq. ft.

Show Details

300 –400 exhibitor booths

Approximately 8000 total registrants

Classrooms on the Exhibit floor: Various classroom set-ups on the exhibit floor

Approximately 40 meeting rooms located throughout the Atlantic City Convention Center on 3rd & 4th floors.

Entrance to the ACCC Atrium – first floor

Attendee/Exhibitor Check-in: 2nd floor - Outside Hall D in pre-function Area

Registration Setup: Workshop's typical on-site registration area consist of approximately 13 Badge Check-In stations, each station is equipped with either a computer, laptop or tablet and printer for pre-registered attendees and exhibitors; two badge support stations for onsite registration and support and a separate Student Check-In area with two check-in stations.

2024 WORKSHOP DATES – October 21 - 24

Registration company move in is scheduled for Sunday, October 20, 2024

Exhibitors Move-in: Monday, October 21, 2024 -- 8 a.m.– 7:30 p.m.

Training begins on Monday, October 21, 2024 – approximately 10 a.m.
3rd & 4th Floor Meeting Rooms

Exhibition Floor Open: Tuesday, October 22, 2024 – 8:30 a.m. – 4:00 p.m.
Wednesday, October 23, 2024– 8:30 a.m. – 4:00 p.m.

Vendor Move-out: Wednesday, October 23, 2024, 4:00 p.m. – 7:30 p.m. and again
Thursday, October 24, 2024, 8:00 – noon.

Contractor Move-out: by 5:00 p.m. Thursday, October 24, 2024

Workshop Registration opens on Monday, October 21, 2024 at approximately 8 a.m. – this is subject to change – so all registration counters MUST be set by 4 p.m. on Sunday, October 20, 2024

2025 WORKSHOP DATES – October 20 - 23

Registration company move in is scheduled for Sunday, October 19, 2025

Exhibitors Move-in: Monday, October 20, 2025, 8 a.m. – 7:30 p.m.

Training begins on the Monday, October 20, 2025 – approximately 10 a.m.
3rd & 4th Floor Meeting Rooms

Exhibition Floor Open: Tuesday, October 21, 2025 – 8:300 a.m. – 4:00 p.m.
Wednesday, October 22, 2025 – 8:30 a.m.– 4:00 p.m.

Vendor Move-out: Wednesday, October 22, 2025 4:00 p.m. – 7:30 p.m. and again Thursday,
October 23, 2025, 8:00 – noon.

Contractor Move-out: by 5:00 p.m. Thursday, October 23, 2025

Workshop Registration opens on Monday, October 20, 2025 at approximately 8 a.m. – this is subject to change – so all registration counters MUST be set by 4 p.m. on Sunday, October 19, 2025.

Pricing for Optional 3rd year on contract 2026 WORKSHOP DATES – October 19 - 22

Registration company move in is scheduled for Sunday, October 18, 2026

Exhibitors Move-in: Monday, October 19, 2026, 8 a.m. – 7:30 p.m.

Training begins on the 3rd & 4th Floor Meeting Rooms Monday, October 19, 2026 – approximately 10 a.m.

Exhibition Floor Open: Tuesday, October 20, 2026 – 8:30 a.m. – 4:00 p.m.
Wednesday, October 21, 2026 – 8:30 a.m.– 4:00 p.m.

Vendor Move-out Wednesday, October 21, 2026, 4:00 p.m. – 7:30 p.m. and again Thursday, October 22, 2026, 8:00 – noon.

Contractor Move-out: by 5:00 p.m. Thursday, October 22, 2026

Workshop Registration opens on Monday, October 19, 2026 at approximately 8 a.m. – this is subject to change – so all registration counters MUST be set by 4 p.m. on Sunday, October 18, 2026.

New Jersey School Boards Association (NJSBA) is seeking the services of a highly qualified Registration / Lead Retrieval and Session Tracking company to provide efficient, economical, and creative services for both the Association and our exhibitors.

The information outlined below is detailed to provide an overview of NJSBA's requirements and the requirements of its exhibitors.

ANTICIPATED SCHEDULE OF EVENTS

Step #	Item	Date
1.	Request for Quotation(RFQ) Published	November 20, 2023
2.	RFQ Questions Due	December 8, 2023
3.	RFQ Questions Answered	December 15, 2023
4.	RFQ Due Date	January 3, 2024
5.	Presentation dates for Finalist	January 8 – 19, 2024
6.	Award Contract	January 30, 2024

Criteria

To make viable comparisons, we ask that contractors submitting quotations respond to all items listed. NJSBA will consider the following criteria when selecting the Registration/Lead Retrieval and Session Tracking vendor, in addition to costs to NJSBA and our exhibitors:

Completeness of proposal;
Creativity and innovative ideas with design and cost savings;
Timeliness of proposal;
Familiarity with the Atlantic City Convention Center;
Familiarity with the size of this show.
Additional offers to NJSBA and the exhibitors;
Ability to integrate with other NJSBA event partners, like mobile app and CMS, etc.;
Available resources;
References and reputation

Service

The chosen Registration / Lead Retrieval and Session Tracking company must be able to provide excellent customer service on a year-round basis with NJSBA as well as with our exhibitors. An open and ongoing dialogue will be essential in the planning and production of this event. NJSBA requires a consistent account representative, plus a back-up person, to be named in the contract.

Subcontracting

No portion of this proposal may be subcontracted or assigned without the prior written approval of NJSBA. NJSBA must be advised of any services that will be subcontracted and NJSBA reserves the right to reject a subcontractor should there be reason to believe the arrangement may be detrimental to the NJSBA Workshop and Exhibition.

Modifications of Agreement

No modification of the scope of the award or the resulting contract shall be binding upon NJSBA unless duly approved and made in writing and signed by NJSBA's Representative.

Qualifications of Respondents

References: Minimum of three (3) client references.

NJSBA may make such investigation as it deems necessary to determine the ability of the Respondent to perform the work. The Respondent shall furnish any information and data for this purpose as NJSBA may request.

Form of Contract

The resulting Contract ("Contract" or "Agreement") shall meet the minimum requirements established in this RFQ and shall include the requirements thereof unless specifically stated to the contrary in the RFQ. Respondents are strongly encouraged to submit proposed form of agreement (project development agreement) meeting the minimum requirements of this RFQ as provided herein. Respondent shall include a template of the contract that will be used to provide the services and specifications set forth herein.

All applicable federal, state, and local laws and regulations, as well as policies of NJSBA shall apply to the proposal process and any resulting contract, and are incorporated here by reference.

Rejection of Responses

NJSBA reserves the right to accept or reject in part or in whole any or all responses to this RFQ. NJSBA shall reject the response of any Respondent who is determined not to be responsible or whose response is deemed to be non-responsive. NJSBA further reserves the right to amend this proposal as appropriate. If this proposal is revised, all potential respondents that have submitted bids or requested bid documents will receive a copy of the amendment request.

NJSBA reserves the right to waive minor variances in responses to this RFQ. Any such waiver shall not modify any remaining RFQ requirements nor excuse any respondent from full compliance with the RFQ specifications and other contract requirements if the Respondent is awarded the contract.

The failure of a Respondent to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

Period of Contract

The term shall commence upon award of the contract and terminate on December 31, 2025; however NJSBA, in its sole discretion, reserves the right to extend the contract for an additional one-year term to end on December 31, 2026, if NJSBA receives responsible proposals for the 2026 Workshop, based upon the Criteria set forth herein.

Governing Laws and Dispute Resolution

This contract is to be governed by the laws of the State of New Jersey. Respondent agrees that any action or proceeding in any way, manner, or respect arising out of the RFQ or agreement, or arising from any dispute or controversy arising in connection with or related to the RFQ or agreement, shall be litigated only in the courts having jurisdiction within Mercer County, State of New Jersey, and the Respondent consents and submits to the jurisdiction of Superior Court in Mercer County, New Jersey.

If a dispute arises between NJSBA and any entity or individual as to which NJSBA is bound to the arbitration of such disputes, then the Respondent agrees that the Respondent can be joined as a party to such mediation, binding arbitration or non-binding arbitration concerning disputes that may arise. Any and all disputes which exist only between NJSBA and the Respondent, or among NJSBA, the Respondent, and others as to which NJSBA is not bound to the mediation, binding arbitration, or non-binding arbitration of disputes, shall be subject to the provisions of this Section.

Respondent has read, understands and complies with the Americans with Disabilities Act of 1990 (as amended), Appendix A hereto, and the Equal Employment Opportunity Act (as amended), Appendix B hereto, and the same are deemed as part of the resulting contract executed between NJSBA and the successful Registration / Lead Retrieval And Session Tracking company.

Licenses

The successful Respondent shall, at its own expense, be required to provide and maintain any and all registrations, permits and licenses as required by law.

Competitiveness and Integrity

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Respondents are to direct all communications regarding this proposal to NJSBA's Representative and are not to contact other NJSBA officials or employees directly unless specifically directed by NJSBA's Representative. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer if the Respondent is found to be in noncompliance.

New Jersey School Boards Association

413 West State Street
Trenton, New Jersey 08618
www.njsba.org

Request for Qualifications RFQ

TECHNICAL SPECIFICATIONS

Lou Schimenti
Associate Director of Exhibitions and Cooperatives

SPECIFIC REQUIREMENTS

Provide a brief description of your company (age, size, principals, etc.).

Please provide three references that have used your company in the last six months. Please include in these references shows that have used your services in the Atlantic City Convention Center. Please provide any additional references that you have used within the past 3 years that have a show that is comparable to NJSBA's show.

CONTRACTOR'S TEAM: Provide names of account executive and backup as well as any on-site coordinators

COMMUNICATION: List how contractor's team can be reached

REGISTRATION / LEAD RETRIEVAL AND SESSION TRACKING COMPANIES PERSONNEL REQUIREMENTS

The registration team representatives must not only be on-site during the Workshop and Exhibition, but must also be available for telephone consultation and meetings at NJSBA headquarters and at the Atlantic City Convention Center with NJSBA's Show Manager as needed throughout the year.

WORKING RELATIONSHIP WITH NJSBA

The Registration / Lead Retrieval and Session Tracking company's team will be expected to work directly with the NJSBA's Show Manager and any other designated NJSBA staff, on all details of the Workshop & Exhibition.

NJSBA BILLING REQUIREMENTS

All items and/or services ordered by designated NJSBA staff and/or designated NJSBA contractors are to be billed to a Master Account.

Estimates of costs ongoing prior to the show and production for services are required to be itemized and presented to Show Manager for approval.

The Registration / Lead Retrieval and Session Tracking company will send final invoice and any back-up documentation to Show Manager within 30 days after the event.

EXHIBITOR AND ASSOCIATION PAYMENT POLICY

Please describe your payment policy for commercial exhibitors as well as your payment requirements from NJSBA. Final detailed billing to show management within 30 days after the close of the event. Include information on how your company would handle slow payments and/or non-payment by NJSBA's exhibitors.

REPORTING

NJSBA requires detailed post-show analysis describing exhibitors' usage (within 15 days after event closes) including information on exhibitor rentals, total warehouse and on-site freight received and total Installation & Dismantle hours utilized. These reports need to be presented prior to or in tandem with the final invoice. Reports not received can potentially hold up final invoice payment.

SOFTWARE INTEGRATION

The Registration / Lead Retrieval and Session Tracking company **must be able** to integrate with both NJSBA's contracted Event Management System provider, currently Map your Show and Cobalt, built on Microsoft Dynamics (NJSBA's AMS) for attendance registration and badge printing data.

QUOTATION SUBMISSIONS

Please complete the Workshop Registration RFQ Requirement questions below as well as the Submission Checklist provided.

Submission Checklist	YES	NO	
Please provide a minimum of (3) references (please indicate shows in the Atlantic City Convention Center)			
Provide names of account executives and backup as well as any on-site coordinators			
Please provide sample contract			
Any litigation pending against your company or the company's principals.			
Please provide samples of badge stock, confirmations sent, lead retrieval order forms			
Please provide a quote for the registration area as described above as a package both with black and white and color printers. Please indicate the number of badges included in this package.			
<u>Additional Pricing</u>	<input type="checkbox"/>	<input type="checkbox"/>	
Price per additional Black and White printers	<input type="checkbox"/>	<input type="checkbox"/>	
Price per additional Color printers	<input type="checkbox"/>	<input type="checkbox"/>	
Price per ink cartridge (both color and b/w)	<input type="checkbox"/>	<input type="checkbox"/>	
Price per addition badge stock	<input type="checkbox"/>	<input type="checkbox"/>	
Cost of freight and shipping to and from venue	<input type="checkbox"/>	<input type="checkbox"/>	
Cost of Manager travel	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of NJ Business Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of Insurance as defined in this RFQ	<input type="checkbox"/>	<input type="checkbox"/>	
Complete and return the attached Political Contribution and Ownership Disclosure Forms	<input type="checkbox"/>	<input type="checkbox"/>	

Provide a list and cost of optional equipment and/or services not listed.

Workshop Registration RFQ Requirements			Comments (Optional)
Registration Database Capabilities	YES	NO	
Audit log of each record viewable by NJSBA	<input type="checkbox"/>	<input type="checkbox"/>	
NJSBA staff allowed access to change/add records	<input type="checkbox"/>	<input type="checkbox"/>	
Field in attendee record for NJSBA Member type	<input type="checkbox"/>	<input type="checkbox"/>	
Integrate with Colbalt,™ Microsoft Dynamics AMS™ platform for member verification, data population of contact and demographic information from the AMS.	<input type="checkbox"/>	<input type="checkbox"/>	
Integrate with Map Your Show™ event Management platform for exhibitor verification, data population of contact and demographic information.	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to import a list of attendees who are not pulled from either the Colbalt,™ or Map Your Show™ integration.	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to register and collect exhibitor badge information.	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to set exhibitor badge limits by booth size?	<input type="checkbox"/>	<input type="checkbox"/>	
Please specify any limitations in customizing text in your software.			
Please outline how system is set up to manage data quality rules on number of available fields and field lengths			
Ability to email all pre-registered registrants with on-site instructions on how to retrieve their badges.	<input type="checkbox"/>	<input type="checkbox"/>	
System can track email confirmations, including dates, and manage bounce backs.	<input type="checkbox"/>	<input type="checkbox"/>	
Attendee records can be looked up by the following methods: badge number, NJSBA membership type, last name, company, date registered, reg class (what is this?), email address	<input type="checkbox"/>	<input type="checkbox"/>	
Method to identify duplicate registrations & combine records, for attendees, speakers, guests and exhibitors	<input type="checkbox"/>	<input type="checkbox"/>	
Network & Technology	YES	NO	
Describe your approach to staying abreast of new technologies			
Please detail what safeguards are in place to provide against viruses and hackers.			

Please detail the back-up plans in place should there be a need to switch to alternate systems and how quickly can that take place.	<input type="checkbox"/>	<input type="checkbox"/>	
Please indicate what back-up processes are in place and where back-ups are stored.			
Badges & Materials	YES	NO	
Will coordinate with NJSBA in the selection and ordering of badge stock and supplies.	<input type="checkbox"/>	<input type="checkbox"/>	
NJSBA typically uses 5/8" Custom printed lanyards with double clips. Can this badge stock be used?	<input type="checkbox"/>	<input type="checkbox"/>	
Ability for NJSBA to design the badges.	<input type="checkbox"/>	<input type="checkbox"/>	
Do badges include a unique barcode that can be used to track session attendance and exhibitor lead retrieval?	<input type="checkbox"/>	<input type="checkbox"/>	
Badges can be color-coded for access control.	<input type="checkbox"/>	<input type="checkbox"/>	
Describe process for badge production.			
Do you offer plastic and synthetic badges?	<input type="checkbox"/>	<input type="checkbox"/>	
How many badge printers does your company have?			Provide number:
Will badge printers be available for all programs outlined in the NJSBA RFP?	<input type="checkbox"/>	<input type="checkbox"/>	
On-site Management	YES	NO	
A member of your staff will be on-site to manage set-up of on-site badge printing systems, work with on-site service providers, test and maintain the operation of on-site badge printing systems, and provide training and support for all on-site NJSBA staff	<input type="checkbox"/>	<input type="checkbox"/>	
A member of your staff will be stationed at the Badge Support station during live registration hours to assist in the badge printing of all unregistered attendees and to provide support.	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment On-site	YES	NO	
Do you own your own equipment? (Note if you will be subcontracting.)	<input type="checkbox"/>	<input type="checkbox"/>	
Describe the age and condition of your equipment			
Can either a computer, laptop or tablet be used in the self-registration area? Please advise as to the type of tablet to be used.	<input type="checkbox"/>	<input type="checkbox"/>	
Can a pre-registered attendee retrieve their badge by either typing in their last name or scanning a QR code? If not please explain.	<input type="checkbox"/>	<input type="checkbox"/>	
Can a limitation of badges printed per attendee be set?	<input type="checkbox"/>	<input type="checkbox"/>	

Please detail all onsite requirements (electrical, T1 lines, etc.)			
Can badges be printed in color on-site.			
Post Conference	YES	NO	
Please indicate in what timeframe post-show you anticipate to provide final reporting.	<input type="checkbox"/>	<input type="checkbox"/>	
Provide NJSBA with a list of all on-site registrations	<input type="checkbox"/>	<input type="checkbox"/>	
Can all post show reports be broken down according to attendee type and include a date and time that the badge was printed?	<input type="checkbox"/>	<input type="checkbox"/>	
Integration Experience with Other NJSBA technology service providers	YES	NO	
Member Database (Colbalt,™ , Micosoft Dynamics AMS™)	<input type="checkbox"/>	<input type="checkbox"/>	
Workshop Mobile App (Map Your Show Event Management System™)	<input type="checkbox"/>	<input type="checkbox"/>	
Exhibitor and Speaker Database (Map Your Show Event Management System™)	<input type="checkbox"/>	<input type="checkbox"/>	
Gamification (Captello/Lead Liaison)	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Integration API Documentation	<input type="checkbox"/>	<input type="checkbox"/>	
Integration API is RESTful with JSON Schemas	<input type="checkbox"/>	<input type="checkbox"/>	
Integration API supports CRUD operations (Create, Read, Update, and Delete)	<input type="checkbox"/>	<input type="checkbox"/>	
Integration API Schema is extensible, e.g. adding custom 36 characters UUIDs	<input type="checkbox"/>	<input type="checkbox"/>	
Integration API is Push API	<input type="checkbox"/>	<input type="checkbox"/>	
Integration API is Pull API	<input type="checkbox"/>	<input type="checkbox"/>	
Reporting	YES	NO	
User-friendly reporting tool	<input type="checkbox"/>	<input type="checkbox"/>	
Can track and report on specific attendee types	<input type="checkbox"/>	<input type="checkbox"/>	
NJSBA can easily generate reports eliminating individual registration categories.	<input type="checkbox"/>	<input type="checkbox"/>	
Every field in the database can be reported on by NJSBA.	<input type="checkbox"/>	<input type="checkbox"/>	
Custom reports can be created and saved.	<input type="checkbox"/>	<input type="checkbox"/>	
Reports can tabulate verification by day and by hour.	<input type="checkbox"/>	<input type="checkbox"/>	
Ability to generate change logs for all registrations.	<input type="checkbox"/>	<input type="checkbox"/>	
Lead Retrieval - Exhibitors	YES	NO	
Registration company provides an onsite lead retrieval manager to provide training and support to exhibitors on lead retrieval users.	<input type="checkbox"/>	<input type="checkbox"/>	

Lead retrieval manager to oversee the distribution and return on lead retrievals	<input type="checkbox"/>	<input type="checkbox"/>	
Lead retrieval manager shall oversee the lead retrieval service deck during exhibitor set-up and trade show floor hours.	<input type="checkbox"/>	<input type="checkbox"/>	
Hand-held and desktop lead retrieval units are available for rental.	<input type="checkbox"/>	<input type="checkbox"/>	
All orders for lead retrieval go directly to the registration company to be processed.	<input type="checkbox"/>	<input type="checkbox"/>	
Lead Retrieval services are billed directly to the exhibitors.	<input type="checkbox"/>	<input type="checkbox"/>	
Lead retrieval equipment can be ordered and paid for online.	<input type="checkbox"/>	<input type="checkbox"/>	
Leads can be uploaded in real-time to a website for immediate access anytime during/after the show.	<input type="checkbox"/>	<input type="checkbox"/>	
Please detail lead retrieval options, features, costs, staffing requirements and processes for communicating with exhibitors.			
Session Tracker	YES	NO	
Set-up of session database and , online portal for session reporting.	<input type="checkbox"/>	<input type="checkbox"/>	
Immediate access to session attendance and session capacity.	<input type="checkbox"/>	<input type="checkbox"/>	
Integration with select API's for accurate, real-time reporting and statistics.	<input type="checkbox"/>	<input type="checkbox"/>	
Registration company provides an onsite Session Scan Tracker Manager to provide training and support to NJSBA staff on the use of attendance tracking products.	<input type="checkbox"/>	<input type="checkbox"/>	
Session Scan Tracking manager to manage the distribution and return of attendance tracking equipment.	<input type="checkbox"/>	<input type="checkbox"/>	

ETHICS IN PURCHASING

Statement to Vendors

Association Responsibility

Recommendation of Purchases

It is the desire of the New Jersey School Boards Association (NJSBA) to have all employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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

Vendor Influence -- Prohibited

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

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the NJSBA 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 NJSBA.

Carl Tanksley, Jr., Esq.
Acting General Counsel

**Request for Qualifications (RFQ)
Registration / Lead Retrieval and Session Tracking Company 2023 Annual Workshop**

Instructions for Respondents

1. PROPOSALS ARE TO BE SUBMITTED TO:

Lou Schimenti
Associate Director of Exhibitions and Cooperatives
New Jersey School Boards Association
413 West State Street
Trenton, New Jersey 08618
lschimenti@njsba.org

By mail, electronic mail only:

Email Subject/Topic: **Proposal No. RFQ 2023-005
Registration / Lead Retrieval and Session Tracking company**

Date: **January 3, 2024**

Time: **2:00 PM**

2. PURPOSE

The NJSBA is soliciting requests for qualifications (RFQ's) to enter into a contract for a Registration / Lead Retrieval and Session Tracking company for the 2024-25 Workshop Conventions with an optional extension for the 2026 Workshop Convention. The successful Respondent must meet or exceed the professional, administrative, and financial qualifications and requirements set forth in the RFQ and shall provide all the information requested herein. Respondent(s) may submit supplemental information that it deems would be useful for NJSBA in evaluating its proposal. Respondents are encouraged to be clear, factual, and concise in the presentation of information. **Respondent(s) are cautioned, however, that the response must meet the minimum RFQ requirements. Failure to comply with the requirements of this RFQ may disqualify the Respondent(s)'s response from consideration.**

3. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING

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

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

public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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

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

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

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the vendor 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 vendor, nor any person acting on behalf of such vendor, 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 vendor, 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 vendor 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 NJSBA from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

5. **AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

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

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

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

Request of the NJSBA

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

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

7. **CERTIFICATE (CONSENT) OF SURETY** REQUIRED NOT REQUIRED

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

Failure to complete, submit or to sign the Certificate (consent) of Surety, when requested, shall be cause for disqualification and rejection of proposal.

8. **DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The NJSBA will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development: Prevailing Wage Debarment List, or the State of New

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

9. DOCUMENT SIGNATURES – ORIGINAL

All documents returned to NJSBA shall be signed with an original signature in ink. 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). NJSBA will not accept facsimile or rubber stamp signatures.

10. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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

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

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

- *N.J.S.A. 2C:21-34*, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

- *N.J.S.A. 2C:27-11* provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

12. 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, epidemic/pandemic 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 NJSBA to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

13. GENERAL CONDITIONS

- Authorization to Proceed -- Successful Vendor/Contractor
No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.
- Award of Contract
It is the intention of the NJSBA to award the contract to the respondent(s) whose response is the most advantageous to NJSBA, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. NJSBA reserves the right to award contracts to multiple contractors when it is in the best interests of NJSBA.
- Return of Contract Documents—when required
Upon notification of award of the contract by the NJSBA, the contractor may be required to sign and execute a formal contract with NJSBA.

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 General Counsel. 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 NJSBA with any financial security becoming property of the NJSBA. The NJSBA reserves the right to accept the proposal of the next responsible respondent.

- Renewal of Contract; Availability and Appropriation of Funds—When Applicable
The NJSBA may, at its discretion, request that a contract for certain services be renewed in full accordance with *N.J.S.A. 18A:18A-42*. The General Counsel may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the NJSBA. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

- Term of Contract

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

14. **INSURANCE AND INDEMNIFICATION**

Required

Not Required

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

Commercial General Liability

\$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

\$50,000. Fire Damage

\$5,000. Medical Expense

Excess Umbrella Liability

\$1,000,000 Sexual Harassment

(A) Insurance Certificate – When Required

- The contractor must present to the NJSBA an insurance certificate in the above types and amounts before any work or service begins.
- Automobile liability insurance shall be included to cover any vehicle used by the insured.
- The certificate holder shall be as follows:

New Jersey School Boards Association c/o The Business Office

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

“New Jersey School Boards Association is named as an additional insured.”

WORKERS’ COMPENSATION Evidence of adequate Workers’ Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000.	Each Accident
Bodily Injury by Disease	\$1,000,000.	Policy Limit
Bodily Injury by Disease	\$1,000,000.	Each Employee
Automobile Liability	\$1,000,000	Per Occurrence

(B) Indemnification

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

15. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFQ with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date and location identified in the Public Notice for this RFQ. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFQ. **Attendance at the Pre-Proposal Conference (if convened) is strongly recommended.** Recipients of the RFQ package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFQ, all interpretations and clarifications considered necessary by NJSBA’s representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by NJSBA as having received the RFQ package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the show manager and must be received at least ten (10) business days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with *N.J.S.A. 18A:18A-21(c)* to the respondents by email, certified mail, or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

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

NJSBA, 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.

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

If NJSBA 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), NJSBA 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.

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

17. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

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

18. STATEMENT OF OWNERSHIP

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

19. TAXES

As a New Jersey governmental entity, NJSBA is exempt from the requirements under New Jersey state sales and use tax (*N.J.S.A. 54:32B-1 et. seq.*) and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials, and supplies furnished to the NJSBA. Contractors may not use NJSBA'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 NJSBA. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U- 3 for guidance. Again, contractors are not permitted to use NJSBA's tax identification number to purchase supplies, materials, services of equipment.

20. TERMINATION OF CONTRACT

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

Termination by NJSBA of the contract does not absolve the contractor from potential liability for damages caused NJSBA by the contractor's breach of this agreement. NJSBA may withhold payment due the contractor and apply same towards damages once established. NJSBA 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 NJSBA harmless from any liability to suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

21. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

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

After The Proposal Opening

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

The request to withdraw a proposal after the proposal opening may be reviewed by the General Counsel, the Director of Finance, other interested administrators and a recommendation will be made to the NJSBA. If the NJSBA grants permission to have the proposal withdrawn, the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract, the bid guarantee will be forfeited and become property of the NJSBA.

22. POLITICAL CONTRIBUTIONS DISCLOSURE – Requirements

Pursuant to *N.J.A.C.* 6A:23A-6.3 (a1-4) please note the following:

Award of Contract – Reportable Contributions – *N.J.A.C.* 6A:23A-6.3 (a2)

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

Contributions During Term of Contract – Prohibited – *N.J.A.C.* 6A:23A-6.3 (a2, 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 is prohibited during the term of the contract.”

Chapter 271 Political Contribution Disclosure Form – Required - *N.J.A.C.* 6A:23A-6.3 (a4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondent’s disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

Political Contribution Disclosure Statement – Pay to Play

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 the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at <http://www.elec.state.nj.us/>



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- YES NO
- The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
 - The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
 - The vendor is a **corporation, partnership, or limited liability company** with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

- YES NO
- For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
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CITY	STATE ZIP

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ADDRESS	_____
CITY	STATE ZIP

- As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest.*

* Attach additional sheets if necessary



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230**

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271**

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	

Attach additional sheets if necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title