

SPRING LAKE BORO
Board of Education
Spring Lake Boro, New Jersey

EXTRAORDINARY UNSPECIFIABLE SERVICE
(EUS)

Insurance Broker Services
Property & Casualty and
Workers Compensation

EUS #18-
01-A

Submission Date:

Tuesday, June 12, 2018

11:00

am

SPRING LAKE BORO SCHOOL DISTRICT
Business Office
411 Tuttle Avenue
Spring Lake Boro, New Jersey
07762

**EXTRAORDINARY UNSPECIFIABLE
SERVICE (EUS)**

**Insurance Broker Services
Property & Casualty and
Workers Compensation**

**TECHNICAL
SPECIFICATIONS**

Louise B. Davis
Interim SBA/BS

**SPRING LAKE BORO PUBLIC SCHOOL
DISTRICT**

Spring Lake Boro, New Jersey
07762

***INSURANCE BROKER SERVICES – PROPERTY & CASUALTY AND
WORKERS COMPENSATION***

**EUS #18-
01-A**

A. PURPOSE

The purpose of the Request for Proposal is to obtain competitive Proposals for Insurance Broker Services - Property & Casualty (Consisting of; School Board Legal Liability, Errors and Omissions, Public Official Bonds, Property Damage, Boiler and Machinery, Electronic Data Processing Systems, Crime, General Liability, and Auto) Flood, Student Accident and Workers Compensation.

B. SCOPE OF SERVICE – (Technical Criteria)

Part I - Background

The SPRING LAKE BORO School District is a Pre K-8 Public School District, serving students from the community of SPRING LAKE BORO in Monmouth County. The District is a member of the New Jersey Schools Insurance Group (NJSIG) Monmouth Ocean County Shared Services Insurance Fund (MOCSSIF) Subfund, and will remain a member through June of 2020. Current coverage and carriers for the period July 1, 2018 through June 30, 2019 are as follows:

<u>Policy</u>	<u>Coverage</u>	<u>Deductible</u>	<u>Carrier</u>
School Board Legal Liability	\$11,000,000	\$10,000	NJSIG
Public Official Bond	\$200,000	\$500	NJSIG
Property Damage	450,000,000	\$5,000	NJSIG
Flood	\$10,000	\$1,000	NJSIG
Electronic Data Processing	\$405,970	\$1,000	NJSIG
Crime	\$500,000	\$500	NJSIG
General Liability	\$11,000,000	N/A	NJSIG
Auto	\$11,000,000	\$1,000	NJSIG
Workers Compensation	\$2,000,000	N/A	NJSIG
Student Accident	\$5,000,000	\$25,000	McCloskey

All activities pertaining to Property & Casualty and Workers Compensation insurance are coordinated through the School Business Administrator.

Part II - Services

The Insurance Broker for Property & Casualty and Workers Compensation shall provide insurance Brokerage services for the District, including but not limited to the following:

- Procure Property & Casualty and Workers Compensation Insurance Coverage

The Broker will be responsible for negotiating, analyzing and recommending any and all Property & Casualty and Workers Compensation Insurance coverage for the School District. The Broker will prepare all bid specifications for marketing insurance coverage and evaluating all responses received when requested. The Broker, when requested, is to market and provide competitive Proposals for District review, evaluation and consideration.

The Broker is to provide assistance to the Business Office in the budget planning process, including the evaluation and impact of rate changes to lines of coverage. The Broker is to provide the Business Office with reasonable projected renewal figures during the budget process.

- Monitor Federal and State Law and Code

The Broker is required to be knowledgeable of all Federal and State law and code as it pertains to Property & Casualty and Workers Compensation coverage to provide the latest updates to the School District, especially to the Business Administrator. The Broker is to provide all assistance in implementing any or all Federal and State law and code as it pertains to insurance.

- Monitor Carrier Compliance and Claims Services

The Broker will monitor and ensure carrier compliance with all plans, commitments and facilitate working relationships with the carrier and the School District.

The Broker is responsible for monthly review and analysis of claims and financial data, including identifying allowable and unallowable claim costs, and relevant discounts, rebates and credits for the District.

- Value Added Services

The Broker will provide - at a minimum - the following value added services:

- Attendance at Meetings

The Broker must attend regular meetings of the Board of Education, as well as

board committee meetings, when requested. At these meetings the Broker will provide support and suggestions for the District as it pertains to Property & Casualty and Workers Compensation coverage.

○ District Workplace Safety Committee

The Broker must co-chair and attend regular quarterly meetings of the District Workplace Safety Committee. At these meetings the Broker will review Workers Compensation claims, as well as make meaningful presentations on topics related to workplace safety.

○ Professional Development

The Broker will provide free professional development as appropriate.

○ Liaison and Intermediary for District

The Broker will serve as a liaison and intermediary with all insurance carriers, on the District's behalf in resolving any or all concerns, complaints or disputes with insurance coverage.

○ Broker Availability

The Broker and/or his professional staff shall be available to District officials during working hours and reasonable after working hours for telecommunications and/or electronic communication support.

C. QUALIFICATIONS OF RESPONDENTS/RELATIVE EXPERIENCE - (Management Criteria)

Part I - Business Organization

- The Broker must maintain its principal business office within the State of New Jersey;
- The Broker shall be currently licensed and authorized by the State of New Jersey Department of Insurance to do business in the State of New Jersey.
- The Broker shall have, at a minimum, three (3) or more licensed professionals on staff whose major focus work will be to represent the interests of the SPRING LAKE BORO School District;
- The Broker shall be able to designate a dedicated account manager to handle services required by the School District;
- The Broker shall be able to provide contracted services outside the normal business working hours, when necessary, at no additional cost to the District; and

- The Broker must be actively licensed as a New Jersey insurance Broker for a minimum of ten (10) years.

Part II - Qualifications and Relative Experience

The Broker must provide documentation of experience as a Property & Casualty and Workers Compensation Broker as follows:

- Minimum of five (5) public Schools in New Jersey;
- Of the five (5) public Schools, three (3) of the public Schools in New Jersey must have a total General Fund Budget of at least \$10 million; and
- All documented experience must be within the past five (5) years.

D. CONTRACT PERIOD

The term of contract for Insurance Broker Services - Property & Casualty and Workers Compensation shall be from July 1, 2018, through June 30, 2019. The Board of Education reserves the right to renew the Contract in accordance with N.J.S.A. 18A:18A-42, for an additional two (2) years.

E. COORDINATION OF ACTIVITIES

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

Louise B. Davis
Interim School Business Administrator/Board Secretary

F. FEE SCHEDULE – PAYMENT

As a member of the MOCSSIF, the District's Broker is obligated to accept the Commission Fee structure established by the NJSIG.

G. PRESENTATION PACKAGE – Submit with the EUS Response

The District seeks from all participating Respondents' information that will assist the District in selecting the Respondent who will provide the highest quality services at a fair and competitive price.

All Respondents shall prepare a Presentation Package to be submitted with the RFP. The Presentation Package shall include at a minimum the following:

I. Technical Criteria

A. Description of Services

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other public/private Schools in New Jersey. (Success stories only). Respondents, by submitting a Proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

II. Management Criteria

A. Business Organization

The Respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members; and
- Other information concerning individuals of the professional firm that would assist the School District in the evaluation process.

B. Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the School District in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to public/private School Districts for a minimum of at least five (5) years;
- Three (3) letters of recommendation from public/private School Districts in New Jersey;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- List of any Judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years;
- Other information concerning the firm and/or individuals of the firm that would assist the School District in the evaluation process, and
- Availability of personnel, facilities, equipment and other resources to provide the services requested.

III. **Cost Criteria**

A. **MOCSSIF**

The Respondent shall formally confirm understanding and acceptance of the MOCSSIF commission fee structure established by the NJSIG.

H. **EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT**

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

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

	<u>Category.</u>	<u>Value Points</u>
I.	Technical Criteria	45
II.	Management Criteria	45
III.	Cost Criteria	10

I. **EVALUATION OF PROPOSALS -- Evaluation Committee**

A committee may be selected to evaluate Proposals that have been submitted. Committee members will be familiar with the need for services to be performed in the Extraordinary Unspecifiable Services. Committee members, if chosen, will be identified in the final report submitted to the board and also in the award of contract resolution.

All Proposals will be evaluated pursuant to guidance issued in N.J.A.C. 5:34-4.2-Model Evaluation Criteria and in accordance with guidance issued by the Office of State Comptroller and its publication

Best Practices for Awarding Services Contracts

J. AWARD OF CONTRACT- EUS AWARD

It is the intention of the SPRING LAKE BORO School District to award the Contract to the Respondent whose response is the most advantageous to the Board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices. It is noted for the record that Extraordinary Unspecifiable Services (EUS) procurement process as defined in N.J.S.A. 18A:18A-37(a) and N.J.A.C. 5:34-2.1 et seq. will be used for this Proposal.

It is the intention of the SPRING LAKE BORO School District to award the Contract for Broker at the June 25, 2018 Regular Public Meeting.

**SPRING LAKE BORO PUBLIC SCHOOL
DISTRICT**
Business Office
411 Tuttle Avenue
Spring Lake Boro, New Jersey
07762

**EXTRAORDINARY UNSPECIFIABLE
SERVICES**

**Insurance Broker Services
Property & Casualty and
Workers Compensation**

**Model Evaluation
Criteria Scoring Form**

**SCHOOL
DISTRICT**

Spring Lake Boro, New Jersey 07762

***INSURANCE BROKER SERVICES – PROPERTY & CASUALTY AND
WORKERS COMPENSATION***

**EUS #18-
01-A**

SAMPLE EVALUATION SCORING CRITERIA

Name of Respondent _____

	<u>Category.</u>	<u>Value Points</u>
I.	Technical Criteria	45
II.	Management Criteria	45
III.	Cost Criteria	10
	<i>TOTAL SCORE</i>	100

AWARD OF CONTRACT

the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

Reviewer: _____

Points: _____

DISTRICT
Spring Lake Boro, New Jersey 07762

***INSURANCE BROKER SERVICES – PROPERTY & CASUALTY AND
WORKERS COMPENSATION***

**EUS #18-
01-A**

PROPOSAL FORM

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

- **MOCSSIF**
The Respondent confirms its understanding and acceptance of the MOCSSIF commission fee structure established by the NJSIG.

Name _____

Address _____

P.O. Box _____

City, State, Zip Code_

Phone Number () _____ Extension ____

Fax No. () _____ E-Mail _____

Authorized Agent _____

Title ____

Agent's Signature ____ Date __

Reminder!

All Proposals must be received no later than **Tuesday, June 12, 2018 at 11:00 am**. All Proposals are to be addressed and delivered to:

Louise B. Davis
Interim SBA/BS

ADVISORY INFORMATION FOR RESPONDENTS

A. PROMPTNESS OF EUS SUBMITTAL

It is the responsibility of the Respondent to ensure that their EUS is presented in a **sealed** envelope at the District's Business Office, Office of the School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the EUS. This will occur promptly for this RFP on **Tuesday, June 12, 2018 11:00 a.m.** No extensions or exceptions will be made.

The Business Office is opened Monday through Friday from **8:00 am – 4:00 pm** according to the School calendar. Access to the Business Office may be delayed because of security clearance. Respondents may also submit EUSs to the School Business Administrator/Board Secretary or his designee at the EUS Opening Meeting held in the Business Office 411 Tuttle Avenue Spring Lake Boro, New Jersey 07762 at the advertised EUS opening date and time. Once again, EUSs will not be accepted after the time designated.

B. PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space.

C. MAIL

The Business Office routinely receives its mail at approximately **11:00 am**.

D. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 11:00 am on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting EUSs to the Business Office.

E. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that Respondents arrange to hand deliver their EUSs to the Business Office, and personally turn it into the Office of the School Business Administrator/Board Secretary before the advertised date and time. Please understand that EUSs arriving after the advertised time for any reason, cannot be accepted or opened or considered.

Submission of Original Bid; Three Copies of the RFP

All RFPs are to be submitted in four copies; one (1) original; three (3) copies

**EXTRAORDINARY UNSPECIFIABLE
SERVICES (EUS)**

**Insurance Broker Services
Property & Casualty and
Workers Compensation**

**GENERAL
SPECIFICATIONS**

Submission Date:

**Tuesday, June 12, 2018
11:00 am**

**Louise B. Davis
Interim SBA/BS**

**INSURANCE BROKER SERVICES – PROPERTY & CASUALTY AND
WORKERS COMPENSATION**

**EUS #18-
01_A**

A. PURPOSE OF PROPOSAL

The SPRING LAKE BORO School District, (Board) located in Spring Lake Boro, New Jersey is soliciting competitive Proposals from qualified Respondents for Insurance Broker Services - Property & Casualty and Workers Compensation as here within specified.

The Board is soliciting competitive Proposals to be in compliance with the New Jersey Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.,) and other applicable law and code. The Board will particularly adhere to the following

- Procurement Process Guidance—Extraordinary Unspecifiable Services (EUS)—N.J.S.A. 18A:18A-5 (a) (10)
- Award of Contract Guidance—N.J.S.A. 18A:18A-37 (a) (b)
- Best Practices for Awarding Services Contracts—Office of the New Jersey State Comptroller

Pursuant to this guidance, the Board will be asking for a number of forms to be completed and for a number of documents to be submitted by your company.

It is the desire to make this EUS a seamless process, in order to have your Proposal to be considered for approval by the Board of Education. The Board asks your company to read the Proposal package very carefully and seek guidance from your company officials for the completion and submission of the documents.

B. SUBMISSION OF PROPOSALS

Proposals are to be submitted to:

The SPRING LAKE BORO BOE
Louise B. Davis
Interim SBA/BS
411 Tuttle Avenue

Spring Lake Boro, New Jersey 07762

Tuesday, June 12, 2018

By: 11:00 am Prevailing Time

Proposals may be submitted by mail, delivery service or in person no later than the specified date and time.

Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. The Board requires one original and three (3) duplicate copies of the Proposal package. The duplicates are necessary for processing the Proposals. Respondents should also keep a complete copy of the Proposal packet, exactly as submitted.

Proposal No.: **EUS #18-01**Project: **Insurance Broker****Services**Date: **Tuesday, June 12, 2018**Time: **11:00 am**Respondent: *Name of**Company**Address**City, State Zip***C. REJECTION OF PROPOSALS**

The SPRING LAKE BORO School District advises all Respondents that the failure to complete, sign or submit certain documents by the prescribed deadline, may make your Proposal be considered as "non-responsive" pursuant to N.J.S.A. 18A:18A-2 (y) and therefore be rejected.

D. AMERICANS WITH DISABILITIES ACT—Equal Opportunity for Individuals with Disability

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

S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or

administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor

every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

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

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

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

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

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

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

F. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any Contract awarded under this process shall be made by Resolution of the Board of

Education. The award must be made within sixty (60) days of the receipt of the Proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

G. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

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

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

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

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

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

H. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a Contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage

Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.NewJersey.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.

I. DOCUMENTS, MISSING/ILLEGIBLE

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

J. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

*Forms provided by the Board that must be returned with Proposal.

- Affirmative Action Questionnaire or Certificate of Employee Information Report
- New Jersey Business Registration Certificate
- Chapter 271 – Political Contribution Disclosure Form
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration
- Vendor Certifications

*Please check your EUS package for these forms!

K. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

L. 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.

M. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

N. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the EUS with care and observe all their requirements. e. All questions about the meaning or intent of this EUS, all interpretations and clarifications considered necessary by the Board's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the Board as having received the EUS 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 Broker must be received at least ten (10) days prior to the date fixed for the opening of Proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written Addenda to the specifications. The Addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the Respondents by 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.

O. PRESENTATION AND INTERVIEWS

The Board may at its option, require providers of its choice to attend interviews and make presentations to it staff and to the Board of Education. This process may only take place after Proposals have been opened and reviewed and prior to the completion of the evaluation.

P. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the Respondent to ensure that their Proposal is presented to the Board and officially received before the noted date and time of the Proposal. It is understood and agreed upon that any person in the office of the School Business Administrator/Board Secretary will be

that any person in the office of the School Business Administrator/Board Secretary will be absolved from responsibility for the premature opening of any Proposal not properly labeled and sealed.

Q. TERMINATION OF CONTRACT

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

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

The Contractor further agrees to indemnify and hold the Board of Education harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

R. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

The Board may consider a written request from a Respondent to withdraw a Proposal if the written request is received by the Board before the advertised time of the Proposal opening. Any Respondent who has been granted permission by the Board to have his/her Proposal withdrawn cannot re-submit a Proposal for the same advertised Proposal project. That Respondent shall also be disqualified from future Proposals on the same project if the project is re-advertised.

After The Proposal Opening

The Board may consider a written request from a Respondent to withdraw a Proposal, if the written request is received by the Board within five (5) business days after the Proposal

opening. A request to withdraw a Proposal after the specified number of days will not be honored.

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

The request to withdraw a Proposal after the Proposal opening may be reviewed by the School Business Administrator, other interested administrators' and/or the Board Attorney and a

recommendation will be made to the Board of Education. If the Board of Education grants permission to have the Proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the Proposal withdrawn, the request to withdraw the Proposal will be denied.

S. CONTRACT AGREEMENT—Purchase Order/Formal Agreement

The Respondent, to whom the Contract is awarded, shall sign and execute a formal Contract agreement with the SPRING LAKE BORO School District. An approved purchase order issued by the Board, shall authorize the Broker to provide the services. A purchase order, pursuant to N.J.S.A. 18A:18A-2 (v) is considered to be a written Contract and will suffice as a Contract between the Board and the insurance company, until a formal Contract has been prepared.

T. MISCELLANEOUS PROVISIONS

Renewal of Contract

The Board of Education reserves the right to renew the Contract for insurance coverage as specified, in accordance with N.J.S.A. 18A:18A-42. The Board of Education is the final determining authority as to renewal of contracts.

Errors or Omissions--Addenda

If Respondents discover any error, omission, ambiguity, conflict in the EUS specifications, the Respondent shall immediately notify the School Business Administrator. Any or all substantial changes to the specifications shall be distributed in accordance with N.J.S.A. 18A:18A-21(c) (1).

Copies of Proposals—One Original—Three (3) Copies

Respondents are to submit the following number of copies of Proposals:

- One (1) Copy of Proposal with original signatures
- Three (3) Duplicate Copies of the Proposal

SPRING LAKE BORO SCHOOL DISTRICT

Business Office

411 Tuttle Avenue

Spring Lake Boro, New Jersey

07762

**EXTRAORDINARY UNSPECIFIABLE
SERVICES (EUS)**

**Insurance Broker Services
Property & Casualty and
Workers Compensation**

PROPOSAL DOCUMENTS - REQUIRED DOCUMENTATION