Lakewood Board of Education

DENTAL INSURANCE REQUEST FOR PROPOSAL

The Lakewood Board of Education, Lakewood, New Jersey, hereby advertises for Requests for Proposal in accordance with N.J.S.A. 18A:18A-5(a)(10):

Contract – Dental Insurance Provider

Introduction

Proposal Documents may be obtained by electronic delivery from Conner Strong & Buckelew on behalf of the Business Administrator, **Kevin Campbell**. Proposal Documents will be transmitted electronically to perspective vendors upon receipt of the request via email to the Broker, Conner Strong & Buckelew. Email request must reference DENTAL INSURANCE REQUEST FOR PROPOSAL and include Vendor's Company, Company address, Telephone and Facsimile numbers, Vendor's email address. Contact the Broker via email at publicentityRFPsJL@connerstrong.com.

All questions shall be submitted in writing and will be responded to through Addenda sent to all prospective vendors via email and facsimile. General questions regarding the RFP process or legal submissions shall be made to the Business Administrator. Technical Questions regarding health insurances, claims, coverages, etc. shall be made to the Broker, Conner Strong & Buckelew.

Proposals must be sealed and delivered to the Office of the School Business Administrator/Board Secretary of the Lakewood Board of Education ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **2022 Lakewood Board of Education Dental Insurance Contract**
RFP No.: **01-2223**

Date: **March 31, 2022**
Time: **3:00 PM**

Proposal may also be submitted to the School Business Administrator/Board Secretary or his designee prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals and announce the names of the vendors that have submitted proposals including the proposals received electronically. ***No RFPs shall be received after the time designated in the advertisement.*** (N.J.S.A. 18A:18A-21(b)). **Responses must be mailed or hand delivered.** Submissions shall be simultaneously sent to the Business Administrator at kcampbell@lakewoodpiners.org and the Broker, Conner Strong & Buckelew via publicentityRFPsJL@connerstrong.com.

Time sensitive dates for the proposal process are:

Final day for Questions to BA or Conner Strong & Buckelew	Monday	March 14, 2022	5:00 PM
Date for issuance of Addendum (if necessary):	Wednesday	March 16, 2022	5:00 PM
Receive Proposals:	Thursday	March 31, 2022	3:00 PM
Presentations (if necessary):	TBD	TBD	TBD
Notice to Award, on or about:	TBD	TBD	TBD
Effective date of coverage:	Friday	July 1, 2022	12:00 AM

All Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.)

Business entities submitting proposals are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock unless the business entity is publicly traded or a not-for-profit, in which case other action must be taken to comply with the proposal requirements.

The RFP package will also include other documents that must be completed and returned with the proposal. Failure to comply with instructions and to complete and submit all required forms, may be cause for disqualification of the Vendor and rejection of the proposal.

All vendors named in this proposal, shall register prior to the submission of RFPs, and shall possess a valid Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., prior to the award of the contract by the Board of Education.

No proposal may be withdrawn, except in accordance with the Public Schools Contracts Law, for a period of sixty (60) days after the date set for opening of proposals.

The Board of Education reserves the right to reject any or all RFPs, pursuant to N.J.S.A. 18A:18A-1 et seq. and to waive any nonmaterial defects and/or informalities in accordance with the applicable law.

CONFIDENTIALITY OF ELECTRONIC FILE TRANSMISSIONS

The RFP documents and all exhibits provided in order for the vendor to adequately evaluate the District's needs and to generate a competitive proposal are considered proprietary and confidential property of the School District. All electronic file transfers of this information to the Vendors and/or contractors is specifically designated as "confidential" and "business proprietary." The receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants, contractors and subcontractors whose contracts include similar restrictions on the use of such confidential and proprietary information. The information transmitted in the proposal documents relates to District personnel and personal health information protected by The Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) and confidentiality of those documents is critical to the employees. Therefore, any vendor discovered to have published or disseminated this information in the public domain, unless pursuant to the exceptions stated above, shall be subject to significant penalty and may not be permitted to submit a proposal on the contract.

As a condition precedent to receipt of the Proposal Documents, all Vendors must agree to dispose of, destroy and/or return the information forwarded to it within three (3) days of the RFP submission date.

STEVENS AMENDMENT

The Lakewood Board of Education recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the Board of Education to state clearly that one hundred percent **(100%)** of the total cost will be financed with American Rescue Plan Federal Funds.

Kevin Campbell
Lakewood Board of Education
kcampbell@lakewoodpiners.org

Statement of Work

This RFP is being submitted to invite you to submit a proposal for Dental benefits for Lakewood Board of Education for a July 1, 2022 effective date. **The District is currently with the Metropolitan Life Insurance Company (MetLife).**

Bidding Requirements

All vendors must satisfy the following minimum requirements:

- Provide an Equal to or Better than Letter - if your proposals differs from the current benefits, please provide a complete listing of deviations. We cannot accept your proposal without an equal to or better than letter or a list of deviations.
- Provide a complete financial proposal to outline costs for the period(s) in question, including all terms, conditions, caveats, etc.
    - Please quote your rates in a 2 tier rate structure.
- Fees / Commissions – please quote net of commissions
- Provide a provider disruption report based on the provided utilized provider listing. Please add a column for each network you are quoting and confirm if each provider is participating in your network(s).
- Provide your reimbursements for each procedure code in each zip code listed on the Plan Allowance Worksheet. Please provide this information for each network you are quoting by adding a separate worksheet for each network.
- Supply all other materials requested in this request for proposal

Plan Information - Attachments to be considered for response

- Additional Documents may be listed
- Census
    a. Dental census of all enrolled subscribers
    b. Waiver census of all employees who waive dental coverage
- Rates
    a. Included are 3 years of rate history
- Plan booklets and plan summaries
- Claims experience data
- Utilized provider listing
- Plan allowance worksheet

Selection Criteria

Conner Strong & Buckelew and School District will jointly rate and evaluate proposals based on an analysis of the material submitted. The School District in their sole discretion will make the final determination and

award any contract. ***The District reserves the right to provide the incumbent with a final look and negotiate with any proposer in the best interest of the District and the employees and their families.*** The following items, including but not limited to what is named herein, shall be the primary criteria used for vendor selection:

- Ensure that all benefit plans shall be duplicated on an "equal to or better than" basis. Any exceptions should be noted. An "Equal to or Better than Letter" from the vendor must be included with the proposal.
- Provide a demonstrated favorable cost outcome; including short and long term savings.
- Provide high quality provider networks that offer strong access and limited disruption.
- Provide a seamless ability to transition the account to your organization.
- Satisfactorily address to any other unique requests required in the RFP.

Ethics in Purchasing

School District Responsibility

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

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

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

Vendor Responsibility

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

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

Vendor Certification

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

PROPOSAL REQUIREMENTS

1. AFFIRMATIVE ACTION REQUIREMENTS

All vendors should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., Exhibit B, MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to:
Division of Contract Compliance/EEO
Department of the Treasury / P.O. 209
Trenton, New Jersey 08625-0209
(609) 292-5473

2. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. § 12101 et seq.

3. 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 its 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.).

4. PROPOSAL FORM

All proposals are to be completed and signed in a legible manner on the official Proposal Form. **Because of the complexity of health care rates and coverages, it is acceptable and expected that the vendor will enter "see attached materials" and provide the same as an exhibit to the proposal.**

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

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

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

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

The Board of Education requests that all respondents for this proposal submit a current New Jersey Business Registration Certificate with the proposal.

Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire proposal.

Goods, Services and Construction Contracts

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

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

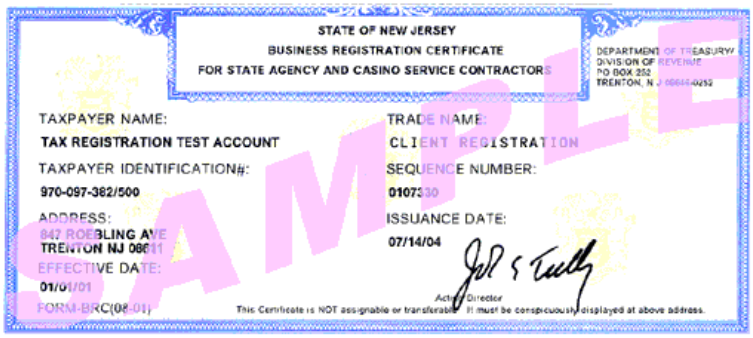
A subcontractor named in a RFP or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor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

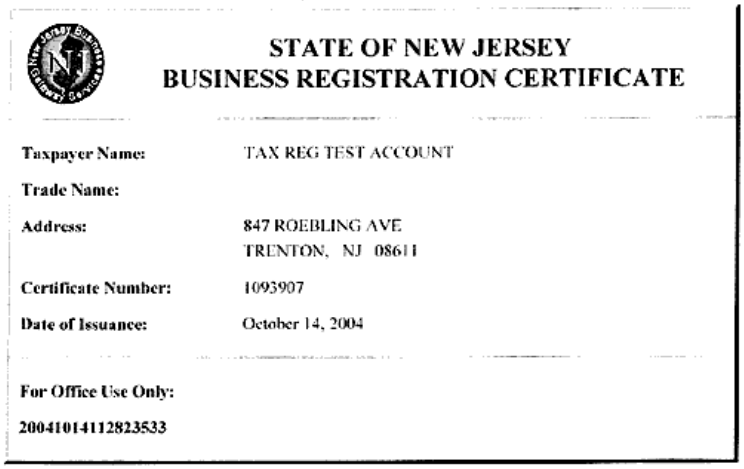
contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

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

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

SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES





All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.

6. CHALLENGES TO SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective vendor who wishes to challenge a specification shall file such challenges in writing with the School Business Administrator/Board Secretary no less than three (3) days prior to the receipt of the proposals. **Challenges filed after that date shall be considered void and have no impact on the Board of Education or the award of a contract.**

7. CONTRACTS

A. Award of Contract; Rejection of Proposal

The contract shall be awarded, if at all, to the vendor whose proposal is most advantageous to the Board of Education, price and other factors considered. The Solicitor shall review each submission for legal compliance. The Insurance Broker shall evaluate the plans and proposals offered by each vendor and shall provide analysis to the Business Administrator for ultimate recommendation to the Board of Education. The Board of Education reserves the right to reject any or all proposals as authorized by the Public School Contracts Law, and to waive any nonmaterial defects and/or informalities in accordance with applicable laws. Pursuant to N.J.S.A. 18A:18A- 36 (a), the Board of Education shall award the contract or reject all proposals within sixty (60) days of the advertised date and time subject to the extension exception as highlighted in the law.

B. Purchase Order Required

No contractor shall commence any public works project until he is in receipt of an approved purchase order authorizing work to begin.

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

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

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

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

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

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

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

9. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – (N.J.A.C. 17:19-4.1)

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

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

10. DOCUMENTS, MISSING/ILLEGIBLE

The vendor shall familiarize itself with all forms provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the Vendor to contact the School Business Administrator/Board Secretary during regular business hours for duplicate copies of the forms. This must be done before the RFP date and time. The Board accepts no responsibility for duplicate forms that were not received by the vendor in time for the Vendor to submit with its RFP.

*****Forms provided by the Board of Education that must be returned with RFP are referenced in the proceeding checklist.

11. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The vendor, by submitting a proposal, acknowledges that it has carefully examined the RFP specifications, documents, addenda (if any), and the site; and that from its investigation, it has satisfied itself 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, it fully understands the intent and purpose thereof, its obligations thereunder, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each vendor submitting a proposal for a service contract shall include in its proposal all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, or work that can be reasonably inferred from the specifications and documents, in accordance with the specifications and documents.

12. 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.

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

No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary 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 RFPs to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) (2) to all potential vendors by certified mail or certified fax no later than seven (7) days, Saturdays, Sundays, or holidays prior to the date for acceptance of the RFPs. All addenda so issued shall become part of the contract document.

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

The bidder shall 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 proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

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

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

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

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

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

15. LIABILITY – COPYRIGHT

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

16. NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

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

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

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

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

17. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:

  of the public entity awarding the contract
  of that county in which that public entity is located
  of another public entity within that county
  or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

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

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The disclosed information may exceed the minimum requirement.

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

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

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

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

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for rejection of the RFP.

18. STOCKHOLDERS' DISCLOSURE (N.J.S.A. 52:25-24.2)

No corporation, partnership or limited liability company, shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the RFP or accompanying the RFP, of said corporation, said partnership, or said limited liability

company, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent of greater interest therein, as the case may be. **If one or more such stockholder or partner or member is itself a corporation or partnership, or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.**

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

The Board of Education has provided within the specifications, a four (4) page form entitled:

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

All Vendors/respondents are to completed, sign and submit both pages for the form.

Failure to complete, sign and submit the Stockholders' Disclosure Form with the proposal, shall be cause for the disqualification of the Vendor and rejection of the proposal.

19. TERMINATION OF CONTRACT

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

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

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

20. WITHDRAWAL OF RFPS

Before The Proposal Opening

A vendor may withdraw a proposal if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the proposal opening.

After The Proposal Opening

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

21. EXPERIENCE

The Board of Education requests information from all vendors regarding any of the vendor's completed work or projects of a similar nature as outlined in the proposal package. Vendors are asked to provide information regarding completion of work of similar nature as outlined in the RFP from up to Three (3) public school districts in New Jersey within the past Five (5) years and to provide supporting documentation with the submission, if applicable.

RFP DOCUMENTS
AND
REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the RFP proposal – Failure to submit the RFP documents and other documents so specified may be cause to reject the RFP proposal for being non-responsive.

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

The Board of Education requests that all respondents for this RFP submit a current New Jersey Business Registration Certificate with the proposal.

Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire proposal.

Goods, Services and Construction Contracts

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

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

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

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

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

RFP PROPOSAL FORM

The term of this contract will be up to three years pursuant to N.J.S.A. 18A:18A-42(e) upon review of the proposals and evaluation to determine which plan, rate and term offers the best advantage to the District. Vendors shall submit proposals for one, two and three year options with plans that meet or exceed the coverages provided by the current benefits.

Vendor's Authorized Representative:

Name: _____
(Printed/Typed)

Title: _____
(Printed/Typed)

Signature: _____

Date: _____

_____
(Seal)

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.

Mandatory Antidiscrimination Provision

N.J.S.A. 10:2-1

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.

ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

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

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

Reportable Contributions

Date of Contribution	**Amount of Contribution**	**Name of Recipient Elected Official/ Committee/Candidate**	**Name of Contributor**

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity_____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

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

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

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

Name of Company

Certifications

Debarment

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

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

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

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

a) As a condition of receiving State aid, school districts and county vocational school district shall have policies that comply with the provisions of this section to ensure that the district shall maintain honest and ethical relations with vendors and shall guard against favoritism, improvidence, extravagance and corruption in its contracting processes and practices. Such policies shall be adopted by the school district and implemented by October 1, 2008, except that districts previously subject to N.J.A.C. 6A:10 and 6A:10A shall adopt and implement such policies on July 1, 2008. The terms "business entity" and "interest" as used below are defined as set forth in P.L. 2004, c. 19.

1. No school board 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, c. 83 (N.J.S.A. 19:44A-1 et seq.) to a member of the district board of education during the preceding one-year period.

2. Contributions reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the district are prohibited during the term of a contract.

3. When a business entity referred to in (a)2 above is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

4. The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

False Material Representation

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

_____

President or Authorized Agent

_____

Signature

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

Quote Number: **Bidder/Offeror:**

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement Anticipated Cessation Date

Bidder/Offeror Contact Name Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Signature:

Do Not Enter PIN as a Signature

Title: Date:

NON-COLLUSION AFFIDAVIT

Re: RFP Proposal for the Board of Education.

STATE OF _____

ss:

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am_____(Position in Company)

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

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

_____

(Print Name of Contractor)

Subscribed and sworn to: _____

(**SIGNATURE OF CONTRACTOR**)

before me this _____ day of _____, _____
Day Month Year

_____ _____

NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____. **- Seal -**
Month Day Year

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

This Statement Shall Be Included with All Proposal Submissions

Name of Business:_____

Address of Business:_____

Name of person completing this form:_____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal, or accompanying the proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a 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 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the proposer to submit the required information is cause for automatic rejection of the proposal

Part I

Check the box that represents the type of business organization:

☐Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐Partnership ☐Limited Partnership ☐Limited Liability Partnership
☐Limited Liability Company
☐For-profit Corporation (including Subchapters C and S or Professional Corporation)
☐Other (be specific): _____

Part II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

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Name: _____

Address: _____

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Name: _____

Address: _____

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Name: _____

Address: _____

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Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Part III - **Any Direct or Indirect Parent Entity Which is Publicly Traded**:

"To comply with this section, 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 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_____

_____

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_____

_____

Subscribed and sworn before me this ___ day of _____ , 20_____.

_____
(Affiant)

(Notary Public)

My Commission expires:

_____
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

APPENDIX A

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, c. 127 (N.J.A.C. 17:27)

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27 5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17 27 5.2 promulgated by the 'Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

ADVISORY INFORMATION FOR VENDORS

1. PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the Vendor to ensure that their proposal is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised RFP date and time. No RFPs shall be received after the time designated in the RFP advertisement. 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 and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance and/or parking for the Administration Building. Vendors may also submit proposal to the School Business Administrator/Board Secretary or his/her designee at the Board of Education Offices, prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

2. PARKING

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

3. MAIL

Mail is brought to the offices in mailbags each day. The mail is then sorted by departments. The Business Office routinely receives its mail at approximately 11:30 a.m. The Lakewood Board of Education is not responsible for delays in mail delivery.

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

Deliveries of this type usually begin at 10:00 a.m. 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 proposals to the Business Office because of security clearance of the Administration Building. The Lakewood Board of Education is not responsible for delays in delivery.

5. HAND DELIVERY OR ELECTRONIC DELIVERY OF PROPOSALS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that vendor arrange to hand deliver their proposal to the Office of the School Business Administrator/Board Secretary and personally turn it in to the Office before the advertised date and time. Email submissions shall be simultaneously sent to the Business Administrator and the Broker at publicentityRFPsJL@connerstrong.com. Please understand that proposals arriving after the advertised date and time, for any reason, cannot be considered.

Submission of Original RFP; Two Copies of the Proposal

All Proposals submitted in hard copy are to be submitted in triplicate; one (1) original; two (2) copies in a sealed labeled envelope.

DOCUMENT CHECKLIST
Checklist (A)

Proposal packages must be submitted in duplicate on the proposed forms as provided, and in the manner designated. The Board of Education will accept one original proposal and two hard copies of the proposal. Please include all items, organized as follows:

Failure to submit the listed documents with the proposal may be cause for rejection of the entire proposal for being non-responsive (N.J.S.A. 18A:18A:2(y)). Failure to submit any of the documents marked with an [*] shall be cause for automatic disqualification of the Vendor and rejection of the proposal.

Please include all items, organized as follows:

- ☐ Checklist (B)
- ☐ Proposal Form *
- ☐ Acknowledgement of Addenda *
- ☐ Political Contributions Disclosure Form
- ☐ Disclosure of Investment in Iran Form
- ☐ Non-Collusion Affidavit
- ☐ Pre-Qualification Affidavit
- ☐ Stockholder/Partnership Disclosure and Statement of Ownership Form*
- ☐ Appendix A Form
- ☐ Exhibit B Form
- ☐ Affirmative Action Compliance Notice Form
- ☐ New Jersey Business Registration Certificate (Vendor and Subcontractors)
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Vendor and Subcontractor)

CHECKLIST (B)

B. Reminder Checklist

As a courtesy, the District has prepared this reminder checklist to items pertaining to this RFP. The checklist is not considered to be all-inclusive. Vendors are to read and become familiar with all instructions outlined in the RFP.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered every question fully and accurately?		
3. Have you signed all your documents (**blue ink preferred**)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the proposal submission for your records?		
6. Did you make a duplicate copies of the proposal for the District?		
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the proposal to reach the Business Office?		

LAKEWOOD BOARD OF EDUCATION
Lakewood, New Jersey

FEDERAL CONTRACT REQUIREMENTS
2 CFR PART 200 et seq.

ADDENDA

Public Works, Goods and Services; Food Services Contracts

REVIEW AND SIGN:

Attachment A (Page 13 of 16)
Attachment B (Page 14 of 16)
Attachment C (Page 15 of 16)

SUBMIT FORMS WITH BID/PROPOSAL PACKAGE

Ms. Kevin Campbell
Assistant Business Administrator

Revised April 2017

Federal Contract Requirements Addendum

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.,** including, but not limited to, the following:

Please Note: Food Services Contracts

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

Contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts and the following Federal Regulations:

- National School Lunch Program 7 CFR 210.21
- School Breakfast Program 7 CFR 220.16
- Special Milk Program 7 CFR 215.14(a)
- Summer Food Service Program 7 CFR 225.17
- Buy American 7 CFR 210.21(d)

Specific Contract Requirements

1. The Contractor shall comply with all aspects of the Board's Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.

2. The Department of Education has the authority to require changes to this Contract and include remedies, changed conditions, access in records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

3. ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:

   A. ***Equal Employment Opportunity*** *–If the contract exceeds $10,000, it shall* contain a provision requiring compliance with E.O. 11246 -- Equal Employment Opportunity, as amended by E.O. 11375 -- Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 -- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

   Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

   1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard of Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

   (See Attachment A to this Addendum for goals and timetables for minorities and women.)

   Contractor's compliance with Executive Order 11246 shall be based upon its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Standard Federal Equal Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer Identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

   [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980)

   (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of. all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-46 of this part and in construction subcontracts in excess of $10,000 necessary in whole or In part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

   Standard Federal Equal Employment opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican. Puerto Rican, Cuban. Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East. Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work Involving any construction trade, It shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each
Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to

achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in

paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if

referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups. both male and female, and all women, both minority and non-minority Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially

disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any,
employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (eg., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
(b) The notice set forth in 41 CFR 60-42 and the specifications set forth in 41 CFR 60-43 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct 20, 1978; 43 FR 51401, Nov 3,1978, as amended at 45 FR 65978, Oct. 3, 1980]

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted/performed in the covered area). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

Small Minority and Women's Businesses.

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses on solicitation lists; (2) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

B. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C. 276c)* -- All contracts and sub-grants in excess of $2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 -- Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

C. ***Davis-Bacon Act,*** *as amended (40 U.S.C. 276a to a-7)* -- When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5 -- Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be

conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

D. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.C. 327-333)* -- Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. ***Rights to Inventions Made Under*** **a** ***Contract or Agreement*** -- Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 -- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.

F. ***Clean Air Act*** *(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.),* as *amended-Contracts* and sub-grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

G. ***Byrd Anti-Lobbying Amendment*** *(31 U.S. C. 1352)* -- Contractors who apply or bid for an award of $100,000 or more shall file the attached certification. **(See Attachment B to this Addendum)**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

H. ***Debarment and Suspension*** *(E.O. 12549 and E.O. 12689)* – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions

in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension**. SAM Exclusions** contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) **(See Attachment C to this Addendum)**

I. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)

J. The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

4. STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES

The LAKEWOOD Board of Education pursuant to **Federal Regulation 2CFR 200.318 (c) (1), and N.J.S.A. 18A:12-21 et seq.,** hereby establishes the following *Standards of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

Conflict of Interest
No employee, officer, or agent of the LAKEWOOD Board of Education may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No person officially connected with, or employed in, the LAKEWOOD Board of Education shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors

The officers, employees, and agents of the LAKEWOOD Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other thing of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e)

Contractor/Vendor Responsibility – Doing Business with the Board of Education
Any vendor doing business or proposing to do business with the LAKEWOOD Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards
Officers, employees and agents of the LAKEWOOD Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

5. STEVENS AMENDMENT

The LAKEWOOD Board of Education recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non-government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcement describing the project.

Complete, Sign & Return

ATTACHMENT A

Complete, Sign & Return

Goals and Timetables for Minorities and Women

Construction Projects ONLY

Please complete and sign:

☐ Applicable – Please provide goals and timetables; complete below
☐ Not Applicable – Check off and complete below

Name of Company: _____

Address: _____

City, State, Zip: _____

Signature: _____

Complete, Sign & Return

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

Complete, Sign & Return

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: *Last Name: Suffix: *Title:
*SIGNATURE: *DATE:

Complete, Sign & Return	ATTACHMENT C	*Complete, Sign & Return*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212 , for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

The Construction Contract with the Board shall contain the following provisions:

b. The Contractor shall post a maintenance bond with a term of two (2) years to protect the Board against faulty materials or defective work that shall appear within a period of two (2) years from the date of final payment or acceptance of the work by the Board, whichever is later.

c. If the Contractor shall fail to perform any aspect of the work in accordance with the requirements of the Contract, the Board may, upon five (5) days written notice to the Contractor and without prejudice to its other rights and remedies under the Contract, the Public School Contracts Law, and applicable rules and regulations, correct the defective work and deduct the cost thereof from payment due or to become due the Contractor.

d. The Board may withhold all or part of a payment to the Contractor for defective work not remedied.

e. The Board has the right to terminate the Contract if the Contractor repeatedly refuses to perform the terms and conditions of the Contract or if the Contractor violates or disregards federal, state and local laws or, the directives of the Board or its Contract Administrator. The Board, upon the written recommendation of its Contract Administrator that sufficient cause exists to justify such termination, shall provide the Contractor with seven (7) days written notice of termination of the Contract containing the reasons for the termination, the effective date and may finish the work with another Contractor or take other remedies that may be legally available and the Contractor shall not be entitled to any further payment.

f. If the expense of completing the work exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the Board.

g. The Board may upon seven (7) days written notice to the Contractor and at any time after the execution of this Contract, terminate or reduce the services of the Contractor to be undertaken hereunder for any reason, including but not limited to, the Board's convenience, abandonment of the project, or the unavailability of funds to complete the work. In the event of such termination, the Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.

h. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof.

CONNER STRONG & BUCKELEW

INSURANCE | RISK MANAGEMENT | EMPLOYEE BENEFITS

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Addendum No. 1 to RFP – Dental Insurance Provider

RFP No. 01-2223

for

Lakewood Board of Education

Q: Can we send our initial response in an Electronic format and when our offices are open, we can provide hard copies?

A: Hard copies must be delivered by the date listed in the RFP. No electronic copies will be accepted.

Q: Mailing Address – If hard copies are required, we will need the mailing address. We could not find it.

A: Lakewood Board of Education

ATTN: Kevin Campbell

200 Ramsey Ave

Lakewood, NJ 08701

Q: Form – We're asked to complete a Pre-Qualification Affidavit. However, we could not locate this form. Will that be provided?

A: This form is not required at this time.

Q: The RFP Addenda references Food Service and Construction contracts. Please confirm if this document should be reviewed as part of the Dental Insurance Request for Proposal RFP No. 01-2223? If so, what portions of the RFP Addenda would be applicable to the dental contract?

A: The Federal Addenda is required to be included in RFPs for which the current contract is paid in part or entirely using funds from the Federal Government. The portions that would be applicable to the dental contact would be those not specific to constructions projects, public works, and food services contracts.

Q: RFP Proposal Form requires a seal, please confirm whether the form requires a notary signature and seal or if the request is for a corporate seal.

A: A notary public signature and seal is required.

Q: Regarding Checklist A, the *Exhibit B Form* and *Affirmative Action Compliance Notice Form* mentioned, please confirm whether these are the MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS section of the Lakewood BOE RFP Form D, page 33. Please also advise if this section requires a signature as it doesn't contain a signature block, and is to be included in the response. Alternatively, if there are a separate forms for each, Exhibit B form and Affirmative Action Compliance Notice Form, please provide these required forms.

A: The *Exhibit B Form* is not required at this time. The *Affirmative Action Compliance Notice Form* is the MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS section of the RFP Form D. No signature is required on this page, by submitting a proposal you agree to furnish one of the three documents listed on page 34 of the RFP Form D should you be notified of award but prior to execution of the contract.

Q: Regarding Checklist A, *Pre-Qualification Affidavit* please confirm whether this form has been provided and is in combination with another form received. If there is a separate Pre-Qualification Affidavit, please provide this form.

A: This form is not required at this time.

Q: In regard to the following provision from the Lakewood BOE RFP Form D, page 8, please confirm what is considered 'Challenges to Specification'. Is the School Business Administrator/Board Secretary looking for any proposed deviations/exceptions three (3) days prior to the receipt of the proposals, or should any be included in the proposal response?

A: If you would like to challenge any requirement or specification of the RFP, you must do so in writing no less than 3 days prior to submitting your proposal. If you are providing any deviations to current benefits, you may include this with your proposal.

Q: Can you confirm who the current medical carrier is?

A: The current medical carrier is Horizon BCBS of NJ via the NJ School Employees' Health Benefits Program (SEHBP).

Q: Given the current national health and safety concerns around the COVID 19 virus, our workforce transitioned working from home. Are you willing to accept electronic signatures and/or waive notary/seal requirements on all required RFP forms/documents?

A: Electronic copies of the RFP will not be accepted; hard copies are required. The notary signature and seal requirement will not be waived.

Q: We don't see that the RFP mentions a binder shipping address. Can you please request the address where hard binders are to be shipped should that be required?

A: Lakewood Board of Education

ATTN: Kevin Campbell

200 Ramsey Ave

Lakewood, NJ 08701

Q: When reviewing the Checklist I am not locating the following forms for signature: Pre-Qualification Affidavit, Appendix A form, Exhibit B Form and Affirmative Action Compliance Notice Form. Please advise if these are forms that require signature.

A: These forms do not require signature.

Q: Please reconfirm if you will need hard paper copies and if electronic signatures are acceptable. If hard copies are required, how many should we prepare?

A: Hard copies are required, electronic signatures will not be accepted. Per the RFP Form D, you must submit 1 original and 2 copies in a sealed labeled envelope.

Q: On the provider report, can you include indicator of PAR or Non-Par for the providers? Or is there claims data that shows the in-network and out-network utilization?
A: We cannot release this information, as it is proprietary carrier information.

Q: Should we include Geoaccess analysis? If yes, what parameters? Should we include waiver zip codes in the reporting?

A: A geo access report is not required. You should include a provider disruption report as specified in the RFP form D.

Q: Claims – We've noticed that the claims data provided was not source documented by the carrier, MetLife. Can you provide the claims data source documented by the carrier?

A: The claims data source has been added to the Engyte folder.

Q: Out-of-network reimbursement – Please advise if the out-of-network reimbursement should be covered at the 90th or 99th percentile.

A: The out-of-network reimbursement is 90th percentile. Please quote using 90th percentile in your proposal.

Q: Which MetLife network are they utilizing (PDP or PDP +)

A: They utilize a custom MetLife network.

Q: Would they be willing to send a provider file with claims dollars for a better disruption?

A: We cannot release this information.

Q: Are there any issues with the current carrier?

A: No issues.

Q: Are they open to an ASO quote?

A: Please provide fully insured proposals.

Q: Will there be a Best And Final Offer opportunity?

A: This is to be determined. We recommend submitting your best proposal in your initial response.

Q: Electronic submission and hard copies are requested in the RFP document however no address was listed, is the correct address: 200 Ramsey Avenue Lakewood, NJ 08701

A: Electronic submissions will not be accepted; only hard copies will be accepted. The address is as follows:

Lakewood Board of Education

ATTN: Kevin Campbell

200 Ramsey Ave

Lakewood, NJ 08701