

LUMBERTON BOARD OF EDUCATION

REQUEST FOR PROPOSAL

EUS NO. 26-01

To Provide Medical and Prescription Health Insurance Contract

Lumberton Board of Education

SUBMISSION DEADLINE

March 27, 2026

11:00AM

PROPOSAL SUBMISSION

Bidders must submit one (1) original copy, one (1) copy,
plus 1 (one) electronic copy on a flash drive or CD format

ADDRESS ALL PROPOSALS TO:

Robert Kraft
School Business Administrator/Board Secretary
Lumberton Board of Education
33 Municipal Drive
Lumberton, NJ 08048

Lumberton Board of Education

HEALTH INSURANCE REQUEST FOR PROPOSAL

The Lumberton Board of Education located in Lumberton, New Jersey, hereby advertises a Request for Proposal in accordance with N.J.S.A. 18A:18A-5(a)(10) as Extraordinary Unspecifiable Services:

Contract Health Insurance Provider

Proposal Documents may be obtained by electronic delivery from Conner Strong & Buckelew on behalf of the School Business Administrator, Robert Kraft, located at 33 Municipal Drive Lumberton NJ 08048. Proposal Documents will be transmitted electronically to prospective vendors upon receipt of the request via email to the Broker, Conner Strong & Buckelew. Email requests must reference LUMBERTON BOE HEALTH INSURANCE REQUEST FOR PROPOSAL and include the vendor's company name, company address, telephone and facsimile numbers and email address. Contact the Broker Representative, Susan Panto, via email at publicityRFPsSM@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 EUS process or legal submissions shall be made to the School Business Administrator, Robert Kraft via email at rkraft@lumberton.k12.nj.us. Technical questions regarding health insurances, claims, coverages, etc. shall be made to the Broker, Conner Strong & Buckelew via email at publicityRFPsSM@connerstrong.com. All questions must be submitted by 3/9/2026.

Proposals must be sealed and delivered to the Office of the School Business Administrator of the Lumberton Board of Education *on or before* date and time indicated below. The Board of Education shall accept one (1) original, one (1) copy, plus 1 (one) electronic copy on a flash drive or CD format which shall contain the entire proposal in required format as stated in the RFP

The envelope must bear the following information

Title: Lumberton Board of Education Health Insurance Contract
EUS No.: 26-01
Name and Address of the Vendor:
Date: **March 27 2026**
Time: **11:00AM**

On the advertised date and time, the School Business Administrator/Board Secretary will publicly receive and open all proposals and announce the names of the vendors that have submitted proposals. . **No proposals shall be accepted after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)).

Time sensitive dates for the proposal process are:

- Last Day for Questions to the Business Administrator or Conner Strong: **Monday, March 16, 2026**
- Day Addendum Will Be Issued (If Needed): **Thursday, March 19, 2026**
- Receive Proposals By: **Friday, March 27, 2026, by 11am**
- Effective Date of New Coverage: **July 1, 2026**

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

Based on the New Jersey Ownership Disclosure Law (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33, as amended by P.L. 2016, c. 43), business entities submitting bids or proposals for public contracts are required to submit a list of names and addresses of all stockholders owning 10% or more of their stock

The EUS 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 requested forms may be cause for disqualification of the Vendor and rejection of the proposal.

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 all proposals, pursuant to N.J.S.A. 18A:18A-22 and to waive any nonmaterial defects and/or minor 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 proposal submission date.

Robert Kraft
Business Administrator
rkraft@lumberton.k12.nj.us

Statement of Work

This RFP is an invitation for vendors to submit a proposal for health benefits for Lumberton Board of Education with a July 1, 2026, effective date. Lumberton Board of Education is marketing their medical and prescription plans. Vendors may provide a proposal for either one or both lines of coverage. Vendors shall submit proposals for a term of 12 months . Additional information on the current health plan offerings, per carrier, are reflected below under the section “Overview of Current Benefit Offerings” .

Bidding Requirements

- All vendors must meet the requirements outlined in this document and demonstrate the ability to offer coverage that is “Equal to or Better Than” their current coverage as outlined in the sections below.
- All vendors must provide with their proposal or prior to award (as noted in the RFP) all documents required by this Request for Proposal.
- Please note, Conner Strong and Buckelew is the appointed Insurance Broker for the district. Proposals shall include Broker/consultant compensation for advisory and brokerage services capped at \$44.35 PEPM for the medical and 1.25% of the annual premium for the prescription.

Attachments provided by Lumberton BOE to be considered

- 1) Census
- 2) Carrier Reports
- 3) Invoices
- 4) Rates and Claims Experience - Claims experience is provided for medical coverage only. The prescription carrier does not provide claims experience.
- 5) Plan Booklets

Overview of Current Medical Plans

The district participates in the Schools Health Insurance Fund. Aetna is the medical carrier. The group offers the following medical plans based off of Union eligibility. There is also one retiree on the plan. The following plans must be duplicated in your proposal:

- NJEHP
- Garden State Plan
- POSII \$10
- POSII \$15
- POSII \$15/\$25
- POSII \$20/\$30
- POSII \$20/\$35
- QPOS \$10
- QPOS \$20
- QPOS \$20/\$35
- Aetna Vision Gold Plan - included with all plans above except for the NJEHP and GSP.

Please note that the group does not adjust the out-of-pocket maximums each year. They remain the same.

Overview of Current Prescription Plans

The district currently participates in the Rx Alliance. Benecard is the pharmacy benefit manager. Lumberton BOE offers the following prescription plans based off of Union eligibility. There is also one retiree on the plan. These plans must be duplicated in your proposal.

- NJEHP \$5/\$10
- Garden State Plan \$5/\$10
- Retail \$3/\$10/\$10
- Retail \$7/\$16/\$35
- Retail \$3/\$18/\$46
- Retail \$7/\$21

Please note that the group does not adjust the out-of-pocket maximums each year. They remain the same.

Contributions

For employees enrolled in the NJEHP or GSP option, contributions are based on the Chapter 44 schedule. For all other plans, the groups follows year 4 of Chapter 78.

Selection Criteria

Conner Strong & Buckelew, the Insurance Broker for the district, and the Lumberton Board of Education will jointly rate and evaluate proposals based on an analysis of the material submitted. Lumberton Board of Education in their sole discretion will make the final determination and award any contract based on the most advantageous and other factors considered.

The following items shall be the criteria used for vendor selection:

- Vendors must be able to duplicate the benefits in the plans listed in the overview sections for medical and prescription coverage. Benefit summaries are being provided with this RFP. An “Equal to or Better than Letter” from the vendor must be included with the proposal. If your proposals differ from the current benefits, please provide a side-by-side comparison of the benefits listing any deviations. Please also provide a proposed summary of the benefits for each plan.
- Provide high quality provider networks that offer strong access and limited disruption.
- Provide a timeline and process that demonstrates the vendors’ ability to transition the group to your organization.
- Provide all required documents listed in this RFP either with your response or before award of the contract, as noted in this RFP.

- All bidders must include in their response a cost analysis outlining any costs associated with their proposal for the contract term July 1, 2026 to June 30, 2027. The district also requests 2nd year rate caps.
- All premium costs related to the RFP must be clearly defined, and all deviations from the specifications must be clearly identified and explained.

Customer Service

Please provide a response for the following additional services that may also be taken into consideration by the district.

- Is there a mobile app for members?
- What on-site assistance will be provided for the following:
 - Implementation
 - Member Announcements
 - Ongoing communications
 - Open Enrollment Meetings
- Can you provide a listing of members and their ID numbers to the client and broker at implementation in case members do not receive their ID Card in a timely manner?

Cost Containment & Care Management

Please provide a response for the following additional services that may also be taken into consideration by the district.

- Describe your care management programs. What is your average engagement rate?
- What programs do you have in place to manage members with the following conditions?
 - Cancer
 - Diabetes/Hypertension
 - Asthma
 - Weight Loss

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

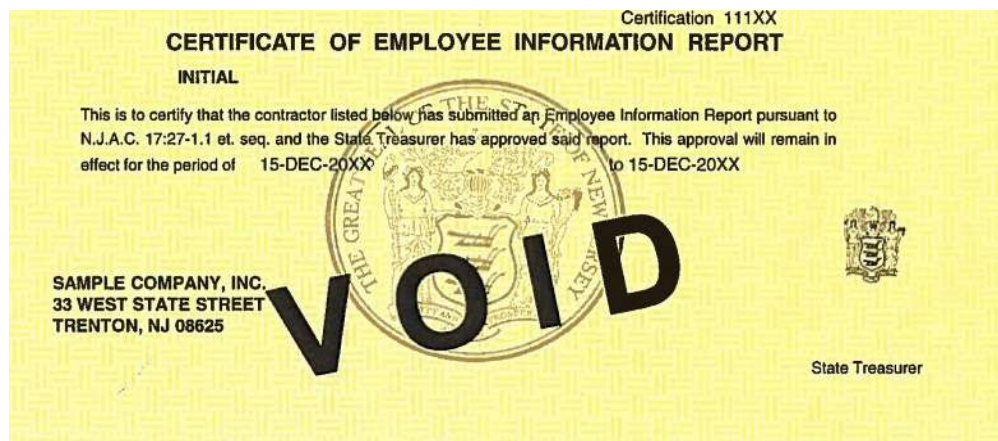
Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent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

Robert Kraft
School Business Administrator

LUMBERTON TOWNSHIP BOARD OF EDUCATION TERMS AND CONDITIONS

1. AFFIRMATIVE ACTION REQUIREMENTS

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. **The contractor shall be required to provide a copy of the Affirmative Action Form or Employee Information Certificate regardless of the amount of the contract.**



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

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

Request of the Board of Education

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

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

Subcontractors

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

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

During the course of contract performance:

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

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. [2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that

provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier

**SAMPLES OF
NEW JERSEY
BUSINESS
REGISTRATION
CERTIFICATES →**

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

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

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

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

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

5. 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.**

6. 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 Business Office 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 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.

7. 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. 19:70-2.2

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.

8. 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 Workplace Accountability in Labor List - the WALL.

All vendors are required to submit a sworn statement indicating whether or not it is, at the time the proposal is submitted, 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 WALL (Workplace Accountability in Labor List). Any business whose name appears on the WALL is prohibited from public contracting under N.J.S.A. 34:1A-1.16, the law establishing the WALL.

9. 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 proposal.

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

10. 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.

11. FALSE MATERIAL REPRESENTATION – (N.J.S.A. 2C:21-34(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.

12. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

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. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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.

Complete, sign and submit the Disclosure of Investment Activities in Iran form prior to award.

15. NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with the Board of Education for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Vendor must certify that they are not identified on the OFAC list due to activity related to Russia and/or Belarus <https://sanctionssearch.ofac.treas.gov/>.

The Board has provided within the specifications a Non-Involvement in Prohibited Activities in Russia or Belarus certification form for all persons or entities, that plan to submit a proposal, respond to a proposal, amend or renew a contract with the board, to complete, sign and submit with the proposal.

Complete, sign and submit the Non-Involvement in Prohibited Activities in Russia or Belarus form prior to award.

16. 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.

17. NON-COLLUSION AFFIDAVIT

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.

18. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENT 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

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 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 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 \$200 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 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.

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 a completed and signed Chapter 271 Political Contribution Disclosure Form prior to the award of contract.. 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 no later than ten (10) days prior to the award of contract.

19. STATEMENT OF OWNERSHIP 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 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. 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 two (2) page form entitled: STATEMENT OF OWNERSHIP DISCLOSURE

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

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

20. 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.

21. WITHDRAWAL OF PROPOSALS

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.

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 that meet or exceed the coverages provided by the current benefits as outlined in this RFP and attached documents.

Vendor's Authorized Representative:

Name: _____
(Printed/Typed)

Title: _____
(Printed/Typed)

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, 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:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.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 N.J.A.C. 17:27-1.1 et seq.

Please sign below that you have read and understand the EEO Language. This does not fulfill your obligation to submit one of the above-required documents after notice of award and prior to signing the contract.

Company _____

Authorized

Signature _____

Address _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization: _____

Organization

Address: _____

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

☐

Sole Proprietorship

☐

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐

For-Profit Corporation (any type)

☐

Limited Liability Company (LLC)

☐

Partnership

☐

Limited Partnership

☐

Limited Liability Partnership (LLP)

☐

Other (be specific): _____

Part II

☐

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

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

THIS FORM MUST ACCOMPANY BID

NON-COLLUSION AFFIDAVIT

PROJECT NAME _____

STATE OF NEW JERSEY

COUNTY OF ()

I, _____ of the City of _____ of _____ in
the County

(Municipality)
of _____ and the State of _____ of full age, being duly sworn according to
law on my oath depose and say that: I am _____ of the firm of

_____, the bidder making this Bid/Proposal for the above named project,
and that I executed the said Bid with full authority to do so; that said bidder has not, directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements contained in said
Bid/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 Bid/Proposal and in the statements
contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
_____ (N.J.S.A. 52:34-15)

(Name of Contractor)

Subscribed and sworn to

(Also type or print name)

before me this day

(Signature)
of _____ 20__

Notary Public of
My Commission expires _____ 20__

This form must be signed and notarized and submitted with bid.

THIS FORM MUST ACCOMPANY BID

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

The contractor _____ and the Lumberton 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 the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any 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 action's available to it under any other provisions of the Agreement or otherwise at law.

Name of Company _____

Name of Authorized Representative _____

Signature _____ **Date** _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 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 \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Burlington

State: Governor

Legislative District #s: 6, 7, 8, 9, & 12

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

County:

County Commissioners

County Clerk

Sheriff

Surrogate

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

Bass River Township	Florence Township	Pemberton Township
Beverly City	Hainesport Township	Riverside Township
Bordentown City	Lumberton Township	Riverton Borough
Bordentown Township	Mansfield Township	Shamong Township
Burlington City	Maple Shade Borough	Southampton Township
Burlington Township	Medford Lakes Borough	Springfield Township
Chesterfield Township	Medford Township	Tabernacle Township
Cinnaminson Township	Moorestown Township	Washington Township
Delanco Township	Mount Holly Township	Westampton Township
Delran Township	Mount Laurel Township	Willingboro Township
Eastampton Township	New Hanover Township	Woodland Township
Edgewater Park Township	North Hanover Township	Wrightstown Borough
Evesham Township	Palmyra Borough	
Fieldsboro Borough	Pemberton Borough	

Boards of Education (Members of the Board):

Bass River Township	Lenape Regional	Pemberton Township
Beverly City	Lumberton Township	Rancocas Valley Regional
Bordentown Regional	Mansfield Township	Riverside Township
Burlington City	Maple Shade Township	Riverton
Burlington Township	Medford Lakes Borough	Shamong Township
Chesterfield Township	Medford Township	Southampton Township
Cinnaminson Township	Moorestown Township	Springfield Township
Delanco Township	Mount Holly Township	Tabernacle Township
Delran Township	Mount Laurel Township	Washington Township
Eastampton Township	New Hanover Township	Westampton
Edgewater Park Township	North Hanover Township	Willingboro Township
Evesham Township	Northern Burlington Regional	Woodland Township
Florence Township	Palmyra Borough	
Hainesport Township	Pemberton Borough	

(continued on next page)

Fire Districts (Board of Fire Commissioners):

Beverly City Fire District No. 1
Bordentown Township Fire District No. 1
Bordentown Township Fire District No. 2
Burlington Township Fire District No. 1
Chesterfield Township Fire District No. 1
Cinnaminson Township Fire District No. 1
Delanco Township Fire District No. 1
Delran Township Fire District No. 1
Eastampton Township Fire District No. 1
Edgewater Park Township Fire District No. 1
Evesham Township Fire District No. 1
Florence Township Fire District No. 1
Moorestown Township Fire District No. 1
Moorestown Township Fire District No. 2
Mount Holly Township Fire District No. 1
Mount Laurel Township Fire District No. 1
Riverside Township Fire District No. 1
Tabernacle Township Fire District No. 1

LUMBERTON BOARD OF EDUCATION

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Lumberton Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Lumberton Board of Education** to notify the **Lumberton Board of Education** in writing of any changes to the answers of information contained herein.*

*I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Lumberton Board of Education** and that the **Lumberton Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

ⁱ **Vendor means:** (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

EUS#26-01 HEALTH INSURANCE CONTRACT

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

ADDENDUM NUMBER

DATED

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

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Request for Proposals

Documents to be Returned with Proposal

1. Affirmative Action Evidence (*after award and prior to signing the contract*)
2. Proposal Form
3. Assurance of Compliance
4. Non-Collusion Affidavit
5. Statement of Ownership
6. New Jersey Business Registration Certificate (*prior to award*)
7. Acknowledgement of Addenda
8. Chapter 271 Political Contribution Disclosure Form (*prior to award*)
9. Disclosure of Investment Activities in Iran Form (*prior to award*)
10. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (*prior to award*)

The documents listed above should be submitted with your response or prior to award if noted as such above. Failure to provide any of the required documents shall be cause for disqualification.

Reminder Checklist

The checklist below is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the RFP package.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered questions fully and accurately?		
3. Have you signed all your documents? (No facsimile signature)		
4. Have you prepared and enclosed, all documents/forms required for this RFP, for submission?		
5. Did you make a copy of the Proposal package for your records?		
6. Did you correctly address the envelope?		
7. Allowed ample time to submit your proposal to the Business Office?		