

Lumberton Township School District

33 Municipal Drive
Lumberton, NJ 08048

SPECIFICATIONS FOR ARMED SECURITY SPECIALIST REQUEST FOR PROPOSALS

**RESPONSES DUE:
JULY 16, 2026
1:00 P.M.**

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NOTICE FOR REQUESTS FOR PROPOSAL

Notice is hereby given that the Business Administrator/Board Secretary of the Lumberton Township Board of Education in the County of Burlington, State of New Jersey, by authority of said Board, solicits Requests for Proposal (RFP) for Armed Security Specialists.

All proposals must be submitted in dual format: a physical copy sent to the Board Office located at 33 Municipal Drive, Lumberton, NJ 08048 and an electronic copy sent concurrently via email to Business Administrator/Board Secretary Robert Kraft (rkraft@lumberton.k12.nj.us) and Rue Ryan (rryan@lumberton.k12.nj.us). All submissions must be received no later than 1:00 P.M. on Tuesday July 16, 2026. At that time, proposals will be publicly opened and recorded.

Specifications and proposal forms are available via the Office of the Business Administrator located at 33 Municipal Drive Lumberton, NJ 08048. All potential respondents wishing to bid must register their intent by sending an electronic mail message to the Business Administrator, Rober Kraft (rkraft@lumberton.k12.nj.us) and Rue Ryan (rryan@lumberton.k12.nj.us) to ensure receipt of any subsequent addenda.

Lumberton Township Board of Education, 33 Municipal Drive, New Jersey 08048, and may also be downloaded from the District's website at <https://www.lumberton.k12.nj.us/publicnotices>.

All submissions must be submitted on the form which will be furnished upon application at the Office of the Board of Education, and submissions not on such form may be rejected.

Respondents are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

The Board of Education reserves the right to reject any or all submissions in accordance with applicable law.

By order of the Board of Education.

Robert Kraft
Business Administrator/Board Secretary

Date: July 01, 2026

INTRODUCTION

In accordance with the requirements of N.J.S.A. 18A:18A-4.1(k) and N.J.A.C. 5:34-4.4(a), the Board of Education of the Township of Lumberton in the County of Burlington, New Jersey (the "Board of Education" or the "Lumberton Township Board of Education," when referring to the governing body, and the "School District" or the "Lumberton Township School District" when referring to the legal entity) is using the competitive contracting process to select a qualified firm for its Armed Security Guard Services.

The Armed Security Guard Services program will consist of an outside company that will provide Armed Security Specialists to the School as needed to support the functions of the district.

Lumberton Township School District is seeking proposals from responsible respondents for Armed Security Guard services beginning September 1, 2026 for an initial term of two years, and providing for three one-year extensions, or a maximum contract term of five years.

Qualifications will be evaluated on the basis of anticipated service, resources, past engagements and documented performance. Successful respondents will demonstrate the ability to fulfill the requirements of the contract, meet specifications, attain the objectives of the School District and, all other factors being equal, provide the best value in terms of meeting the School District's mission and cost objectives.

The term "bidder," "respondent," and "contractor" may be intermingled throughout this specification. They are one and the same.

INSTRUCTIONS TO RESPONDENTS

TIMELINE

The Lumberton Township School District has established the following timeline.

July 1, 2026 –	Official Publication and Issuance of RFP 27-04
July 7, 2026 --	8:30 A.M. Building Walkthrough- must email Business Administrator Robert Kraft (rkraft@lumberton.k12.nj.us) and Rue Ryan (rryan@lumberton.k12.nj.us) to confirm attendance
July 8, 2026 –	Deadline to submit questions to School Business Administrator (4:00pm)
July 10, 2026 –	Publication of Addendum to RFP, if necessary
July 16, 2026 –	Proposal Deadline & Public Opening 1:00 P.M.
August 13, 2026 –	Anticipated Award of Contract
September 1, 2026 –	Beginning of Contract

PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope and electronic copy to the Office of the School Business Administrator/Board Secretary, prior to the advertised date and time. The advertised date and time for this proposal is on **July 16, 2026 at 1:00 P.M.** No proposals shall be received after the time designated in the advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 7:45 am – 4:00 pm during the summer. Access to the Business Office may be delayed because of security procedures. Respondents may also submit proposals to the School Business Administrator/Board Secretary at the proposal opening meeting held in the Board of Education Conference Room, prior to the advertised opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

NOTE REGARDING ADDRESS FOR BOARD OF EDUCATION

Respondent shall be solely responsible for the delivery of the proposals as specified. If sending the proposal by mail, UPS, FedEx, or similar carriers, use the following address:

33 Municipal Drive
Lumberton NJ 08048

The Board bears no responsibility for proposals that are improperly mailed, misdirected, or problems associated with third party carriers. The District is not responsible for proposals not received in a timely manner.

Respondents are urged to carefully examine the District's address. If delivering by hand, respondents should use the following address in any GPS type device:

33 Municipal Drive
Lumberton, NJ 08048

Use the side door for the Board Office.

Respondents are reminded to leave enough time to accommodate the District's security procedures. Please understand that proposals arriving after the advertised date and time for any reason, cannot be accepted, opened or considered.

SALES TAX

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Respondents are NOT to include Sales or Use Taxes in their proposal prices and the District will not pay sales tax for any portion of this contract. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, service or equipment.

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

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract, may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

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

1. Insurance Certificate as outlined in the bid specifications;
2. Affirmative Action Evidence as outlined in the bid specifications;
3. New Jersey Business Registration Certificate as outlined in the bid specifications;
4. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the proposal. The respondent has to certify that he has not directly or indirectly entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, 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 respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

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

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

STATEMENT OF OWNERSHIP

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

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

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION

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

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

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of

proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Appendix C3.

All respondents are urged to submit with their response a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of contract will result in the rejection of the proposal.

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44 as amended, 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.

All respondents are **requested** to submit with their proposal 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.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

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.

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.

ANTI DISCRIMINATION PROVISIONS

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 his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

INSURANCE

Insurance is to be placed with insurers with a current Bests' rating of A+: VIII, or with an insurer acceptable to the School District. The contractor will furnish the School District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf and will name the "Lumberton Township School District" as an "additional insured". The certificates are to be received and approved by the School District before work commences. The School District reserves the right to require complete, certified copies of all required insurance policies at any time. The purpose of insurance will protect the School District from claims arising out of or resulting from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations are performed by the contractor or by its sub-contractor, or by anyone directly or indirectly employed by the contractor. Self-insured contractors will submit an affidavit attesting to their self-insured coverage and will name the "Lumberton Township School District" as an additional insured.

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- A. **Contractors Liability Insurance:** Contractor shall keep in full force and in effect during the term of this contract a Commercial General Liability insurance written on an occurrence-based form in a minimum amount of \$2,000,000 per occurrence and \$5,000,000 general aggregate as well as \$100,000 for property damage liability. Coverage will be maintained without interruption from the date of commencement of work until the date of final payment.
- B. **Worker's Compensation:** The Contractor will secure and maintain for the life of this agreement, valid New Jersey Worker's Compensation Insurance providing statutory workers' compensation coverage, as required by law. The contractor shall also be required to have excess liability insurance which shall have a drop-down provision to cover over \$1,000,000 of Employers' Liability of the Workers Compensation coverage.
- C. **Health Insurance & Fringe Benefits:** The Contractor must provide its staff with the federal/state required minimum fringe benefits and must comply with the Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act (ACA).
- D. **Indemnification Language:** The following language will be incorporated into the contract:

To the fullest extent permitted by law, the respondent agrees to defend, indemnify and hold harmless Lumberton Township Board of Education, the owner, and any other party whom the respondent has agreed to defend, indemnify and hold harmless, as well as each of their officers, directors, partners, agents, servants, employees, successors and assigns ("indemnitees") from and against any and all claims, damages, losses, costs, and expenses of any kind, including but not limited to attorneys' fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real personal property of any kind whatsoever, sustained by any person or persons, whether employees of the respondent or otherwise, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The respondent agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the foregoing the sole negligence or fault of any indemnitees if prohibited by law.

The respondent agrees that the obligation to defend commences when the claim is made against the indemnitee, even if the respondent disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the indemnitee and the respondent agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify, and hold harmless, as described above, survives completion or acceptance of the work. This indemnification clause supersedes any other indemnification clause in the contract documents, including those that are incorporated by reference, that conflict with it in

any way. The respondent also agrees to contractually bind its subcontractors (if any) to defend, indemnify and hold harmless the indemnitees to the same extent as the respondent is obligated. This indemnification clause, irrespective of any other choice of law provision, shall be interpreted according to New Jersey law.

INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any proposer orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received by the deadline established in the “timeline” in this specification to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. Each potential proposer must notify the District of their name, address, telephone number, facsimile number, and email address in order to receive any addenda; notification should be provided to:

Robert Kraft, School Business Administrator/Board Secretary
Lumberton Township School District
33 Municipal Drive
Lumberton, NJ 08048
Phone number: (609) 267-1406 X 6615
Email address: rkraft@lumberton.k12.nj.us

The District shall not be liable for any failure to notify a potential proposer of any addenda and/or clarifications unless said potential proposer properly notified the District with their contact information, as herein required. All addenda so issued shall become part of the contract document.

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES

The Lumberton Township Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the 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, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the 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 bid/proposal shall be cause for rejection of the proposal.

POLITICAL CONTRIBUTIONS DISCLOSURE - PAY TO PLAY

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

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

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 bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/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 disqualification of the bid/proposal.

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.

ANTI-BULLYING BILL OF RIGHTS - REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING - CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

OWNER AND AUTHORIZED CONTACT

Lumberton Township Board Of Education, the address of which is Lumberton Township Board of Education Business Office, 33 Municipal Drive, Lumberton, NJ 08016, is the owner and the only authorized representative of the owner is the School Business Administrator, Mr. Robert Kraft.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read the Americans with Disabilities language that is included as Appendix C2 of this document and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the District harmless.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW

The Contractor will agree to comply with the following Law. The manufacturer or supplier of chemical substances or mixtures will label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled will show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished, see Appendix C5.

DEBARMENT/SUSPENSION CERTIFICATION

The Contractor must provide assurances to the District that the Contractor is eligible to be awarded a contract if selected, see Appendix C8.

CONTRACT SPECIFICATIONS

PERIOD OF CONTRACT AND POSSIBLE EXTENSIONS

This contract is for an initial period of two years beginning September 1, 2026, unless terminated for cause or convenience. The contract price will be fixed, in accordance with the successful contractor's price proposals submitted with its proposal, for the initial two years of the contract (September 1, 2026 to June 30, 2028).

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal, in accordance with applicable law, and may present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

A maximum of three (3) one-year extensions to the contract may be granted provided mutual consent of the parties. A price increase may be permitted with each extension of the contract, provided that (i) the increase does not exceed the average of the change in the index rate for the four quarters of the immediately preceding calendar year or the most recent quarterly calculation available at the time the contract is renewed at the discretion of the Board of Education, and (ii) the terms and conditions of the contract remain substantially the same. The maximum contract term, if all extensions are granted, is five years.

The Board of Education is the final authority in awarding renewals of contracts.

CONTRACT DOCUMENT

Award will be made on an "All-or-None Offer, Total Offer" basis. Any contract awarded pursuant to this request for proposal or bid will be awarded to a single contractor or to none at all. Award will be made to the contractor whose bid is determined to best meet the criteria for the award as outlined in this specification. In the event that the Board of Education elects to reject all of the proposals, it will be done in conformance with the "Public School Contracts Law."

This document and the contractor's response will be made part of the final contract (which will be provided by the School District). If a conflict exists regarding the interpretation of the eventual agreement signed by the parties, between this request for proposal and the contractor's response, the request for proposal will take precedence.

INDEPENDENT CONTRACTOR

Contractor is and shall perform its services under the agreement as an independent contractor and not as the Board of Education's agent, partner or party to a joint venture. Contractor is engaged to render the services only, as specified in the agreement, and any payments made by the School District are compensation solely for such services rendered.

TERMINATION CLAUSE

The following language will be incorporated in the contract:

Termination for Cause: If either party fails to comply with any of the obligations required herein and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen days (15), the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of intention to terminate the contract.

Termination for Convenience: Any time after one (1) year of commencement of the contract, either party may terminate this Agreement upon giving ninety (90) days' prior written notice to the other party.

Notwithstanding the above, the successful contractor will not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of the contract by the contractor. The School District may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damages due the School District from the contractor is determined.

PAYMENT OF INVOICES

The contractor shall submit monthly invoices and shall seek payment only for actual services provided. Respondent is not permitted to invoice the district for any services not provided as per these specifications, even if there is a change in the law governing the Respondent's requirements to its employees. Invoices shall detail a current, itemized cumulative and monthly statement of the actual staff, licensure and /or educational levels and hours provided for the previous period, the amounts invoiced, amounts received, and all other funds sought and received by the contractor, and shall be supported by submission of the contractor's monthly payroll records. Contractor must adjust the invoice to omit any services not actually rendered and include any authorized additional hours worked. All claims for overtime services must detail the actual employee(s) providing the service, the level of services and the days and hours and locations worked. All invoices shall be sequentially numbered.

The School District will pay all invoices from the contractor within 45 days of receipt of a properly completed invoice and supportive documentation (certified payroll, etc.) if submitted seven (7) days prior to a regularly scheduled meeting of the Board of Education. All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the School District for a period of two (2) years after final payment. Copies will be made available to the School District upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the contractor will correct or modify the work to comply with the requirements of the contract and the School District.

OSHA, BLOOD BORNE PATHOGENS, HIB, AND DCP&P REGULATIONS

It is the responsibility of the contractor to insure that all OSHA, Blood borne Pathogens, HIB, DCP&P and restraint and seclusion regulations applying to this contract are adhered to at all times.

RESPONDENT RESPONSIBILITIES

GENERAL PROVISIONS

1. Respondent must meet all standards of local, state and federal requirements.
2. Respondent must provide criminal background checks, including fingerprinting, through the New Jersey Department of Education Criminal History Review Unit for all employees, including substitute employees, pursuant to N.J.S.A. 18A:6-7 et seq. All criminal background checks must be completed prior to the commencement of employment. All costs for criminal background checks are the responsibility of the contractor or contracted employee and not the District. The District reserves the right to inspect the records of any or all employees of the contractor at any time during the term of the contract with respect to same. Also, the Respondent must comply with the District's pre-employment drug testing policy, if the respondent doesn't have a policy for its other employees. The District shall be provided a monthly fingerprint update as to the status of preliminary and State background compliance by employee, including date submitted and approval. Pursuant to P.L. 2018, c. 5, Respondent must be able to provide proof of compliance with the former employer review for child abuse and sexual misconduct investigations on all contracted employees before the employee is placed within the District.
3. The contractor must provide automatic payroll time clocks at each school, a telephone attendance system or electronic time and attendance system via dedicated station or any other means agreeable to the respondent and the district, to be used daily by all contractor employees. No equipment will be permitted to be installed onto the District's network, including internet connectivity, without authorization from the School Business Administrator.
4. Any respondent who is in litigation or pending litigation with the District shall be disqualified as a potential respondent.
5. Any respondent that has "prior negative experience" with the District or any other New Jersey school district may be disqualified as a potential respondent as required by N.J.S.A. 18A:18A-4.
6. Respondents' attention is called to, and the contract will be subject to, the requirements of both N.J.S.A. 34:11-56-5 et. seq., Prevailing Wages on Public Contracts, and N.J.S.A. 10:3-1 et. seq., Prohibiting Discrimination in Employment on Public Contracts. Prevailing wage rates for Burlington County are available at <https://lwdwebpt.dol.state.nj.us/archivewages/008085140-burlington-1-8-25.pdf>. The contract will be subject to the requirements of the "Law Against Discrimination" N.J.S.A. 10:5-1 et. seq.
7. There is no fee to obtain these specifications.
8. There is a walk-thru planned for these specifications.
9. The Lumberton Township Board of Education is not liable for any costs incurred in the preparation

and submission of responses to this specification, or in anticipation of award of a contract associated with this specification.

10. The School District reserves the right to accept or reject all proposals in accordance with the requirements of competitive contracting, N.J.S.A. 18A:18A-4.1 et seq. Submission of a proposal will signify the contractor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline, unless otherwise agreed to in writing by both parties. The contractor's response and this specification will become part of the contract between the School District and the successful contractor. Conditional or alternate proposals will not be accepted.
11. Bid modifications or corrections thereof received after the closing date for the receipt of bids will not be considered. The School District is not liable for any errors or misinterpretations made by the contractor in its response.
12. In the event a contractor unsuccessfully challenges a submission by filing an action in a court of law concerning the same, the contractor agrees to be responsible for payment of reasonable legal costs and fees incurred by the School District relating to the protest.
13. The Agreement shall be governed by, and in accordance with, the laws of the State of New Jersey, without references to any choice of law or conflicts of law's provisions therein. Any and all claims, disputes or other matters in question between the School District and the contractor arising out of or relating to this Agreement or alleged breach thereof, shall be submitted to New Jersey Superior Courts. The School District reserves its rights to seek injunctive or declaratory relief at any time during the term of the contract.
14. The School District may request the lowest responsible respondent to give an oral presentation. These oral presentations are optional and at the School District's choice.
15. The contractor shall comply with, and require that anyone providing the services on behalf of the contractor comply with, all applicable requirements of local, state and federal laws and regulations as well as all Board of Education policies. The contractor and anyone providing the services on behalf of the contractor shall, without limitation of the aforementioned, comply with: (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act; 34 C.F.R. Part 99, and (c) the anti- discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and the Equal Employment directives of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

OVERVIEW OF SERVICES TO BE PROVIDED

The selected contractor will provide the Armed Security Guard Services as determined in this specification for the roles as listed as well as the management and oversight associated with those positions.

The selected contractor will provide administrative and technical direction for the management and operation of the Armed Security Specialists throughout the School District. Such direction will include, but not be limited to, assistance in the planning, organizing, coordination, direction, training and controlling of the Armed Security Guard Specialists to ensure the district has adequate support, and to enable students to be educated to the maximum extent appropriate.

The contractor will operate the School District's Armed Security Guard services in a condition acceptable to the School District. The contractor will control the cost of labor and maintain continuous availability of trained and experienced Armed Security Guard Specialists. The contractor is expected to provide administration and technical direction in the management of the Armed Security Guard Specialists organization.

The scope of work and services to be delivered by the contractor will be provided in accordance with the highest standards of professionalism, skill, and competency and will conform to all applicable codes and regulations. All items stated in these specifications and the resulting contract is subject to inspection and audit by the district.

The contractor will control the cost of labor and maintain continuous availability of trained and experienced Armed Security Guard Specialists.

The scope of work and services to be delivered by the contractor will be determined based on the needs of the district. The district reserves the right to hire and retain any Armed Security Guard Specialists on a long-term or daily basis as needed in the event that the contractor cannot staff the opening to the district's satisfaction.

The School Business Administrator or designee will have input and final approval in the selection of on-site Armed Security Guard Specialists to be assigned to its facilities. This authorized representative for the School District will also retain the right to require the replacement of any of the contractor's on-site staff for whatever reason the School Business Administrator or designee deems a sufficient cause. Upon notice of such a written replacement request by the School Business Administrator or designee, the contractor will assign a new Armed Security Guard Specialist, acceptable to the School Business Administrator or designee

1. Professional Staff and Corporate Management

- A. Provide corporate management staff who will undertake all issues and duties pursuant to the attached specification's scope of work and specifications.
- B. Provide corporate technical personnel to support the on-site staff.
- C. Provide recommendations for the improvement of departmental organizational efficiencies and practices on an ongoing basis.
- D. Direct and train the employees in a manner providing for effective coordination and implementation of current industry practices.

- E. Provide human resources management for the department with respect to those provisions outlined in the scope of work and services.
- F. Communicate with School District staff and school principals concerning all aspects of Armed Security Guard Specialists.

2. Cost Effective Paraprofessional and Support Staff Resource Management

- A. Manage designated Armed Security Guard Specialists resources with strict attention to fiscal responsibility, including the following controls:
 - a. Provide and implement written procedures to include but not limited to, payroll, personnel, and budgeting
 - b. Provide accountability reports, as requested, to the District

3. Employee Development and Direction

- A. Encourage and facilitate the well-being and development of all contractor employees in the provision of educational opportunities, training programs and materials. The contractor will train all Armed Security Guard Specialists and will provide the following to all Armed Security Guard Specialists:
 - a. Provide and document new employee orientation, in-service and developmental training.
 - b. Provide self-study training materials in subject units applicable to appropriate occupational categories, qualifications and experience for its staff.
 - c. Provide a fully integrated training and development program. This will include job-related technical skills training as well as personal development opportunities.
 - d. The contractor will provide additional training services as needed to assist in the start-up of the contract or in order to train new Armed Security Guard Specialists.
- B. Manage and direct the contractor's employees.
 - a. Provide personal leadership and clear, comprehensive written instructions defining tasks and functions.
 - b. Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction, and reporting relationships.
 - c. Provide and maintain job descriptions for each member of the outsourced organization. Establish and conduct a program of individual performance review.
 - d. Establish and maintain personnel records in accordance with existing procedures.
 - e. Maintain a written record of employee performance, qualifications, and specialized

training.

- f. Make staffing recommendations concerning the contractor personnel's organizational skills, number of hours and shifts.

4. Overview of Security Logistics to Be Provided

The selected contractor will provide armed school security staffing as detailed in this specification, including the operational command, scheduling agility, and management oversight required for these positions. The contractor will maintain continuous availability of highly qualified, certified Armed Security Specialists matching the 9 statutory and district-mandated criteria. The School Business Administrator or designee will retain full vetting power and input over placement, alongside the ultimate administrative authority to compel the immediate removal or replacement of any outsourced guard for any reason deemed sufficient by the district leadership.

5. General Requirements

A. Minimum Staffing Requirements, Guidelines, Salaries and Wages

For a contractor to be considered responsive and responsible, they must use the following Required Minimum Staffing Wages and Hours Worked for Staff, in developing their bid or response. Not providing /complying with this paragraph will be considered a material breach in the contract and subject to contract cancellation by the School District. Failure to meet/provide all the requirements of this paragraph will cause the contractor's proposal to be deemed non-responsive and thereby not a responsible respondent, as per these specifications.

The successful contractor must submit to the School District, on a monthly basis, verification via detailed payroll spreadsheet that they are paying the stated required minimum average wage rates. In the event that the School District were to add or decrease staff the contract price will be adjusted based upon the salary costs, payroll taxes, and management fees as submitted in Bid Form A. The contractor will notify the school principal, School Business Administrator and or designee, immediately of all job vacancies/unfilled positions in a School District school.

Overtime shall be billed and paid at time and one half of the pro rata hourly rate and must be pre-authorized in writing by the School Business Administrator prior to being billed. The contractor shall submit monthly invoices and shall seek payment only for actual services provided. Respondent is not permitted to invoice the district for any services not provided as per these specifications, even if there is a change in law governing the Respondent's requirements to its employees. Invoices shall detail a current, itemized cumulative and monthly statement of the actual staff and hours provided for the previous period, the amounts invoiced, amounts received, and all other funds sought and received by the contractor, and shall be supported by submission of the contractor's monthly payroll records. Contractor must adjust the invoice to omit any services not actually rendered and include any authorized additional hours worked. All claims for overtime services must detail the actual employee(s) providing the service, the level of services and the days and hours and locations worked. All invoices shall be sequentially numbered.

The contractor will establish the terms and conditions under which any employee will be hired. The contractor will have the sole responsibility to compensate its employees, including all applicable taxes and workers compensation. Health benefits in accordance with PPACA must

be adhered to. The contractor will be solely responsible for any losses incurred by the School District, resulting from dishonest, fraudulent or negligent acts on the part of its employees.

All contractor employees will comply with all rules of the School District. The contractor's employees must be thoroughly trained, qualified, and capable of performing the work assigned to them. Employees of the contractor shall have annual training in preventing sexual harassment and child abuse and neglect and any other training the School District deems necessary.

The Contractor will maintain an effective timely absenteeism program and will provide substitute Armed Security Guard Specialists each time one of its regular Armed Security Guard Specialists is absent.

The School District or its authorized representative will have the right to require the removal or discharge of a contractor's employees from Lumberton Township for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well-being of students, staff and faculty, as determined by the School District, provided the demand to do so is submitted in writing to the contractor. Actual discharge will be in compliance with all applicable laws of the State and Federal Government.

B. Work Hours and Assignments

Armed Security Guard Specialists will be expected to work in accordance with the School District's requirements. This includes all training requirements and participation in professional development time and faculty meeting time at the discretion of the district administration.

C. Standards and Minimum Qualifications

1. Must have obtained 20 years of law enforcement experience
2. Proven to have performed in a supervisory capacity within their respective law enforcement organization.
3. Possess a valid New Jersey driver's license
4. Must be certified with the Security Officer Registry Act of New Jersey
5. Must possess NJ School Officer certification
6. Must meet the requirements to bear a State of New Jersey Permit to Carry a Handgun by Retired Police Officer as per the Attorney General's Guidelines.
7. Must be sound in body, of good health, and of good moral character and have not been convicted of any criminal offense or offense that reflects negatively on your moral character.
8. Must successfully complete bi-annual firearms qualifications as mandated by the State of New Jersey Attorney General's guidelines for Retired Police Officers.
9. Must successfully complete annual Active Shooter/All Hazards Crisis Response firearms training.

D. Performance Investigation by District – References and Due Diligence

The School District will as part of the evaluation process make inquiries and investigations, from the contractor's customers, to determine the ability of the contractor to provide the services. Any contractor that omits any requested information or does not comply with this section is subject to having their bid deemed not responsive and not responsible.

1. ***Contract Terminations*** - If the contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the contractor's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the contractor's position on the matter. Please indicate if the contractor has experienced no such termination for default in the past five (5) years.
2. ***Contractor Non-Renewals*** - If the contractor has had a contract that has ended and was not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client. If the contractor has had a contract not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non renewals, terminations, including the name, address and telephone number of the former client.

E. Settings

1. Armed Security Guards Specialists will be assigned as one per guard to each school located in the district: Ashbrook Elementary School, Bobby's Run School, and Lumberton Middle School.

SUBMISSION OF PROPOSALS

- A. **Format of Bid Submission:** All bids shall be submitted with one (1) complete original sealed proposal and one (1) complete electronic copy. Be sure to include all the required forms from Section 1 and the Appendices of this request for proposal or bid including any items required for which a form is not supplied. Each Appendix contains specific instructions which must be followed for consideration. Some items may be required to be submitted in an electronic format, this will be indicated on each Appendix. All bids submitted in response to this document must be submitted at the sole expense of the contractor, whether or not any agreement is signed as a result. Contractors will pay all costs associated with the preparation of proposals and visits to the buildings in the district, if visits are required.
- B. **Scope of Specifications and Proposal:** Contractor certifies to having carefully examined and certifies to the understanding that the general conditions to respondents, the instructions to respondents, the specifications, the schedules and addenda, if any, that are prepared under the direction of the Board of Education are a part of the request for proposal; and the contractor will, if successful in this proposal, furnish and deliver the goods and services at the times specified and at the prices submitted.
- C. **Obligation of Contractor:** At the time of the opening of bids, each contractor will be presumed to have read, and to be thoroughly familiar with the contract documents (including Addenda, if any). The failure or neglect of the contractor to receive or examine any form, instrument or document shall in no way relieve the contractor from any obligation in respect to proposal submitted. Failure of the contractor to receive any addenda shall not relieve the contractor from any obligation under the proposal as submitted. In addition, a failure on the part of the contractor to acknowledge receipt of addenda will result in disqualification of the bid. Addenda so issued shall become part of the contract documents. Contractors are advised that terms and conditions set forth herein will be rigidly enforced.
- D. **Alternate Bids:** Alternate proposals will not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of these specifications and the scope of goods and/or services to be provided.
- E. **Proposal Response Format:** Responses should be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the specifications, technical data sheets on goods to be provided or other documentation to fully present the position of the contractor. Emphasis should be on completeness and clarity of content. The contractor will number all pages of their response. Failure to use the following format may cause the contractor's proposal to be deemed non-responsive and non-responsible and a cause for rejection of the proposal.
- a. **Section 1- Required Documents and Cost Submission:** All the required bid forms as outlined in this document. Provide detail of all charges and any other pertinent financial information. Detail your company's management resources, systems, procedures, credentialing, human resources, training programs, etc., that meets the requirements

contained in this document. Failure to comply may cause the contractor's proposal to be deemed non-responsive and non-responsible and thereby not a responsible respondent. *Evaluation Criteria IV.*

- b. **Section 2 - Executive Summary Section:** Provide an overview/summary as to how and why your company is responsive to this document and is responsible pursuant to the general provision on procurement method. *Evaluation Criteria I.*
- c. **Section 3 - Staffing:** The respondent must demonstrate experience in training and providing Armed Security Guards who have worked with a Pre-K-8 population of students.. Respondent must include details of off-site personnel who would assist in the training and support of staff in the efforts to carry out their duties and responsibilities. Respondent must demonstrate the ability to obtain, retain and train personnel with the minimum criteria for holding the positions outlined. The respondent must be able to demonstrate the successful implementation for at least one entire school year of Armed Security Guard Specialists that has worked in a school district setting duties as described in APPENDIX B-3 and B-4. Not doing so may cause the contractor's bid to be deemed non-responsive and non-responsible and cause for rejection of the bid.
- d. **Section 4 - Experience and References:** Describe any pertinent information concerning your company. Respondents must provide documented evidence of a record of successfully providing Armed Security Guard Specialist services to New Jersey school districts including, but not limited to, training, employment, financial records, payroll with tax withholdings, workers' compensation, insurance, social security, management, oversight and substitute services. The respondent must also demonstrate experience in training and providing Armed Security Guard Specialists who have worked with a Pre-K- and must provide documentary evidence including a listing of current contracts and references including experience in a minimum of five (5) New Jersey school districts providing comparable services including the number and type of staff provided as to compare to Lumberton Township. At least one (1) of the school districts served must be a New Jersey Pre-K-8 school district. Failure to include such information may cause the contractor's bid to be deemed non-responsive and non-responsible and cause for rejection of the bid.
- e. **Section 5 - Company Financials and Stability:** Respondent must provide evidence of minimum insurance requirements as outlined in this document. Respondent must provide evidence of financial stability as well as all required sureties. *Evaluation Criteria V.*
- f. **Section 6 – Start Up/Transition Plan:** Describe in detail a plan by which your company will begin servicing the district.

AWARDING OF CONTRACT

All proposals will remain firm for a period extending 60 days from the indicated submission date for proposals. Lumberton Township Board of Education reserves the right to reject any and all proposals submitted. The contract will be awarded to the contractor whose proposal is deemed in the best interest of the Lumberton Township Board of Education. If a contractor considers its proposal, or particular portions thereof, as containing trade secrets, information privileged by law, or confidential commercial or financial data, then this should be conspicuously noted. In submitting a proposal, each contractor acknowledges its understanding and acceptance of the above-mentioned procedures, the methods of evaluating the proposals, terms, and conditions. The Lumberton Township Board of Education will use the following criteria on which to base its determination.

I. Management Criteria (10%)

Respondents must describe their business management, qualifications, relevant experience, and responsiveness and completeness of proposal. Respondents must be able to demonstrate compliance with all applicable laws and regulations regarding employment of persons authorized to work in a school district (fingerprinting, criminal background checks, P.L. 2018, Chapter 5, etc.) as well as all employment laws for the state of New Jersey.

II. Technical Criteria (25%)

Respondents must include a description of services to be provided to the district.

III. Prior Experience and Performance Record Criteria (25%)

Respondents will be required to submit a representative sampling of client school districts currently being served that outsource either their entire or partial Armed Security Guards Specialist. If a respondent does not have school district clients, then a list of public or private entities of similar size and complexity as the Lumberton Township School District should be included. The proposal should discuss the scope and depth of the Armed Security Guard Specialist services being provided to the sample client list. The proposal should identify the individual in each of the client's sample list that can be called to assess the respondent's performance.

IV. Cost Criteria (25%)

Respondents will be required to provide a fee proposal structure that itemizes their various costs in the following categories: (i) wages, (ii) contractor's management fee per position, (iii) taxes, benefits, and other expenses per position, and (iv) total costs per position. These amounts should be provided for the first and second year of their proposed contracts based on the minimum salary established in the request for proposals.

V. Financial Stability and Strength Criteria (15%)

Preference will be given to Respondents that have the appropriate experience, financial strength/stability, and resources, both human and financial, to provide the services being proposed. Respondents are required to provide financial information that consists of annual reports and certified financial statements for the two most recent fiscal years. Firms are also required to provide a bid bond for 10% of its base bid for the first year of the proposal price. Consent of surety is also required to be included with the proposal. The bid bond and consent of surety must be issued by a New Jersey licensed insurance company.

APPENDICES AND DOCUMENTS

SUBMISSION CHECKLIST

APPENDIX	SUBMISSION REQUIREMENT CHECKLIST	SUBMITTED
A	Contractor Information Form	
B	Base Proposal Form	
C1	Affirmative Action Certification	
C2	Americans with Disabilities Act of 1990 Compliance	
C3	Mandatory Equal Employment Opportunity Language	
C4	New Jersey Business Registration	
C5	New Jersey Worker and Community Right to Know	
C6	Non-Collusion Affidavit	
C7	Stockholder Disclosure Certification	
C8	Debarment/Suspension Certification	
C9	Disclosure of Investment in Iran	
C10	C. 271 Political Contribution Disclosure Form	
C11	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
D1	References Sheets – include one per reference	

APPENDIX A – CONTRACTOR INFORMATION FORM

**PROPOSALS FOR PARAPROFESSIONAL, SUPPORT, AND EDUCATIONAL
SUBSTITUTE STAFFING SERVICES**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the proposal specification and made part hereof and acknowledges that s/he has understood all requirements included in these specifications:

Company Name

Federal I.D. # or Social Security #

Address

Telephone Number

Fax Number

Type or Print Name and Title

Email address

Signature of Authorized Agent

Date

APPENDIX B - BASE PROPOSAL FORMS

All costs should be included in these amounts. Amounts should include benefits as required and should include all costs associated with requirements of these specifications including on-site manager, training required, and other items. All sections must be completed. Enter markup (amount or percentage) and bill rates for pay rates provided.

Armed Security Guard Specialist

2026-2027 School Year

Position	Pay Rate	Markup	Bill Rate	After Hours Rate/Special Events	Markup	Bill Rate
Armed Security Guard Specialist						

Armed Security Guard Specialist

2027-2028 School Year

Position	Pay Rate	Markup	Bill Rate	After Hours Rate/Special Events	Markup	Bill Rate
Armed Security Guard Specialist						

This document must be provided

APPENDIX C1 – AFFIRMATIVE ACTION CERTIFICATION

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval.

_____ YES _____ NO

If yes, a photostatic copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

If yes, a copy of the New Jersey State Certificate shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

If you answered NO to both questions above, you must apply for an Affirmative Action Employee Information Report (AA-302).

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

www.state.nj.us/treasury/contract_compliance/

- a. Click on "Employee Information Report"
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

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

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

This document must be replaced with an acknowledgement or proof of compliance.

APPENDIX C2 – ADA COMPLIANCE

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

The contractor and the Board of Education of Lumberton Township, (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.

This document must be replaced with an acknowledgement or proof of compliance.

APPENDIX C3 - 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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](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.

This document must be replaced with proof of compliance.

APPENDIX C4 – NOTICE OF BUSINESS REGISTRATION

New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g) (3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will 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.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

This document must be replaced with an acknowledgement or proof of compliance.

***APPENDIX C5 - NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW
(HAZARDOUS COMMUNICATIONS)***

The Contractor will agree to comply with the following Law. The manufacturer or supplier of chemical substances or mixtures will label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled will show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

This document must be provided

APPENDIX C6 - NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the _____
(city, town, borough)
of _____, in the County of _____,

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 respondent making the proposal for the Armed Security Guard Specialist Services, and that I executed the said Proposal with full authority to do so, that said respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above Proposal and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor)

(N.J.S.A. 52:34-15)

Signature

Subscribed and sworn before me this

_____ day of _____, 20____

(Seal Notary Public of New Jersey)

My commission expires _____, 20____

This document must be provided

APPENDIX C7 - STOCKHOLDER 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 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 (skip Parts II and III, execute certification in Part IV)

☐ 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

☐ 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, and I further certify that the list also includes the name and addresses of any other entity or individual who owns any 10% or greater interest in the interest holders of the bidder, and that this disclosure shall continue until all 10% or greater interest holders of any disclosed business entity have also been disclosed.

(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	Home Address (for Individuals) or Business 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 noncorporate 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	Home Address (for Individuals) or Business 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 Lumberton Township 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 Lumberton Township Board of Education to notify the Lumberton Township 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 Lumberton Township Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

This document must be provided

APPENDIX C8 – DEBARMENT/SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility

- (1) The prospective Contractor certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or a disqualified bidder maintained by the New Jersey Department of the Treasury, the Federal Government or any state or federal agency and that the bidder will immediately notify the District in writing in the event that the Bidder or any subcontractor appears on the Treasury's or Federal Government's list of Debarred, Suspended or disqualified Bidders.
- (2) Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

Date

Signature

Title

Printed Name

This document must be provided

APPENDIX C9 – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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:

This document must be provided

APPENDIX C10 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Lumberton Township Board of Education

(Contracts that Exceed \$17,500.00)

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

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

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 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 \$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 Stockholder 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.**

[1] N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

1. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 19:44A-20.26

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

County Name: Burlington

State: Governor, and Legislative Leadership Committees

Legislative District #s: 7, 8, 9, & 30

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

County:

Freeholders	County Clerk	Sheriff	Surrogate
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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	Edgewater Park Township Fire District No. 1
Bordentown Township Fire District No. 1	Evesham Township Fire District No. 1
Bordentown Township Fire District No. 2	Florence Township Fire District No. 1
Burlington Township Fire District No. 1	Moorestown Township Fire District No. 1
Chesterfield-Hamilton Fire District No. 1	Moorestown Township Fire District No. 2
Chesterfield Township Fire District No. 2	Mount Holly Township Fire District No. 1
Cinnaminson Township Fire District No. 1	Mount Laurel Township Fire District No. 1
Delanco Township Fire District No. 1	Riverside Township Fire District No. 1
Delran Township Fire District No. 1	Tabernacle Township Fire District No. 1
Eastampton Township Fire District No. 1	

This document must be provided.

**APPENDIX C11 - CERTIFICATION OF 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 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)

☐ A. 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.)

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

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).

Must be submitted; one per reference, at least 5 references must be included with at least 3 being New Jersey Public School Districts in which the contractor is currently providing similar services to those being requested.

APPENDIX D1 – REFERENCES SHEET

Name of Contractor Submitting Form: _____

The Lumberton Township Schools will utilize the information provided below to investigate, document and verify the depth and quality of services provided for each of the New Jersey School Districts the respondent currently provides services to. The respondent **MUST** complete a separate schedule for every client reference submitted.

	CONTRACTOR INFORMATION	LUMBERTON TOWNSHIP SCHOOLS USE
NAME OF NJ SCHOOL DISTRICT		
NAME OF CONTACT PERSON		
TITLE		
PHONE NUMBER OF CONTACT		
START DATE OF CONTRACT		
END DATE OF CONTRACT		
TYPES SERVICES UNDER MANAGEMENT		
TOTAL NUMBER OF EMPLOYEES UNDER MANAGEMENT – FULL TIME		
TOTAL NUMBER OF EMPLOYEES UNDER MANAGEMENT – PART TIME		
TOTAL NUMBER OF EMPLOYEES UNDER MANAGEMENT THAT QUALIFY AS PARAPROFESSIONAL/SUPPORT STAFF		
TOTAL NUMBER OF EMPLOYEES UNDER MANAGEMENT THAT QUALIFY AS EDUCATIONAL SUBSTITUTE STAFF		

SERVICES	GOOD	FAIR	POOR	NOT SUPPLIED	COMMENTS
Onsite Management Services					
Overall performance					
Training Programs					
Communication with District					
Adherence to District Policies, Procedures					
Availability of qualified substitutes					