

Request for Bid
Dated: July 10, 2025

5 YEAR LEASE PURCHASE FINANCING
Bid No. 26-014
(Tax-Exempt) (Bank-Qualified)

Washington Township Board of Education
Gloucester County, New Jersey

PURPOSE

The Washington Township Board of Education, in the County of Gloucester (the “Board”), a Type II school district, is soliciting bids for the lease purchase financing (the “Lease”) of computer and technology equipment, school buses, and various equipment for curriculum and security (collectively, the “Equipment”). A preliminary listing of the Equipment is attached as Exhibit I. The final list of acquisitions and prices will be determined pursuant to New Jersey’s Public Contract bidding regulations. The Lessee expects that any acquisitions not included in the attached equipment list will be for related equipment or projects. The Board will provide a Certificate stating the Equipment is essential to the Board at Closing (as hereinafter defined).

BANK QUALIFICATION

Interest income from the Lease will be considered “bank qualified” under Section 265 of the Internal Revenue Code of 1986, as amended, as of the date of this bid. The lessor’s interest in the Lease may be assigned.

FINANCIAL ADVISOR

Phoenix Advisors, a division of First Security Municipal Advisors, Inc., Hamilton, New Jersey, is conducting this bid on behalf of the Board. Bidders are being advised of the bid via electronic mail and/or overnight carrier. ‘Additional Information’ regarding the Board is available through the attachments of this bid request and a link to the Board’s financial information

AMOUNT AND TERM

The Lease will be in the approximate amount of **\$2,750,895**. The final amount of the Lease may vary by as much as 5% of this amount and will be determined by the acquisition of the Equipment and/or the annual payment requirement in accordance with New Jersey Public Schools Contracts Law. The final maturity of the Lease will be April 1, 2030, which is not more than five (5) years from the August 21, 2025 closing date (the “Closing Date”) of the Lease.

PAYMENT SCHEDULE

The first payment of principal and interest on October 1, 2025, shall include interest for the period from the Closing Date to the first payment date. Thereafter, **Quarterly Payments** of principal and interest, based on level fiscal year debt service amortization, will be paid on January 1, April 1, July 1 and October 1 of each year until the final maturity on April 1, 2030, or until payment of the purchase option price. **Interest payments shall be computed on a thirty (30) day month / three hundred sixty (360) day year basis.**

The payments due October 1, 2024, January 1, 2025, and April 1, 2025 have been included in the 2025-26 Annual Budget of the Board.

Bids should be submitted with the option of the Board to pre-pay the lease at a price equal to the remaining principal balance plus interest accrued from the preceding payment to the date of the pre-payment **without a pre-payment penalty**. Bids submitted with a pre-payment penalty will be considered, however the Board will make the award, at its sole discretion, to the bidder whose proposal is deemed most beneficial taking into account, interest cost and prepayment flexibility.

SAMPLE AMORTIZATION SCHEDULE

Since there are only three quarterly payments in the current 2025-2026 fiscal year ending June 30, 2025, the October 1, 2025, January 1, 2026, and April 1, 2026 payments should be slightly larger than the quarterly payments for the remainder of the lease, as the fiscal year total should be equal.

For example: \$3,000,000

October 1, 2025, January 1, 2026, and April 1, 2026 – approximate payment of \$200,000 each for fiscal total of \$600,000.

All remaining quarterly payments July 1, 2027, through April 1, 2030 – approximate payment of \$150,000 for fiscal total of \$600,000.

BASIS FOR AWARD OF BID

The Board will make the award, at its sole discretion, to the bidder whose proposal is deemed most beneficial taking into account, interest cost, all fees and prepayment flexibility. **All costs or fees of the bidder associated with the Lease, its documentation or closing must be included in the interest rate quoted to the Board.** In the event two or more Bids have the same lowest fixed interest rate and prepayment terms, the Board may award the Lease to any one of such bidders as it may determine in its sole discretion. The interest rate bid must be held firm for a period of thirty (30) days. If the transaction does not close within the thirty-day period, the rate will be indexed, adjusted, as described herein (see: Indexing The Interest Rate).

INDEXING THE INTEREST RATE

In the event the period of time from the date of the bid (the “Bid Date”) to funding of the Lease exceeds thirty (30) days the interest rate will be adjusted using data from the Federal Reserve H15 Statistical Release (the “Release”) available through the Federal Reserve website found

at <http://www.federalreserve.gov/releases/h15/current/> on the 5th business day prior to the funding date of the Lease (the “Adjusted Rate Date”).

The adjustment to the lessor’s bid rate will be determined by adding, if rates have risen, or subtracting, if rates have declined, one half (1/2) of the change in the nominal rate on Treasury Constant Maturities measured from the Bid Date to the Adjusted Rate Date. The nominal rate on Treasury Constant Maturities shall be that rate quoted in the Release for the Treasury maturity nearest the average life of the Lease.

PROCEEDS OF THE LEASE

Receipt and installation of the Equipment is expected by December 2024. The proceeds of the Lease will be paid to an Escrow Account, as designated by the Board, on the Closing Date of the Lease. Interest on the proceeds will accrue to the sole benefit of the Board and will not be considered in any way a part of the Bid. The Board will direct the deposit and investment of the Lease proceeds in a Governmental Unit Deposit Protection Act (GUDPA) approved escrow bank and will expend the funds on the Equipment authorized under the Lease. Bidders may propose a GUDPA approved escrow bank as part of their response. **The Board requests that vendor payments from the escrow account be in check format and not made electronically.**

NON-APPROPRIATION

The Board is obligated to pay only such rental payments as may lawfully be made from funds budgeted and appropriated for that purpose during the Board’s then current fiscal year. Should the Board fail to budget, appropriate or otherwise make available funds to pay rental payments during the then current fiscal year, the lease shall be deemed terminated. Should the lease be terminated pursuant to this section, the Board agrees to peaceably deliver the collateral to the lessor. The Board will require the lessor to comply with any other relevant State and Federal statutes. If applicable, the inclusion of specific language pertaining to any State or Federal statute in the lease documentation may be required by the Board or lessor.

LEASE DOCUMENTATION

Lease documentation shall be supplied by the successful bidder, local attorney, special counsel to the Board (“Special Counsel”) or the Financial Advisor and shall be mutually acceptable to the lessor and the Board. All lease documents must comply with relevant New Jersey and Federal laws and regulations. The Board reserves the right to review and approve all terms and conditions relating to the Lease and other related documents.

LEGAL OPINION

The Board’s attorney will opine to the legality of the Lease and purchase of the Equipment.

SAME SIGNATORY

The entity submitting a bid shall be the same entity which executes the lease purchase agreement with the Board, if awarded to such entity. This transaction may be assigned by the lessor after the Closing Date. If the entity submitting a bid wishes to assign the lease prior to the Closing Date, items 4-10 listed below under the heading “**DOCUMENTS REQUIRED**

WITH PROPOSAL FORMS” must be submitted by the entity executing the lease purchase agreement with the Board prior to closing.

THE BID

Bids must be submitted on the attached **Interest Rate Proposal Form and Escrow Proposal Form** together with other required documents (*see, “Documents Required With Proposal Forms”*). **Fax bids will not be accepted.** Bids must be received by and will be publicly opened on the date and time indicated below:

Bid Time: 1:00 PM
Bid Date: Thursday, July 24, 2025

**Bid Location: The offices of
Washington Township Board of Education
c/o Purchasing Manager
Central Administration Office
206 East Holly Avenue
Sewell, New Jersey 08080**

**Place Bid documents in a sealed envelope marked
“5 YEAR TAX-EXEMPT LEASE PURCHASE BID - Bid No. 26-014”**

Please send an electronic copy of your bid to the Board’s Financial Advisor to stracey@muniadvisors.com. Award will be made based on the receipt of bid sent to the Board by the end of the business day by the Business Administrator. Formal award to follow by the Board at its next Board meeting.

ADDITIONAL INFORMATION

Questions or clarifications may be directed to the Board's Financial Advisor, Phoenix Advisors (609) 291-0130 or Janine M. Wechter at (856) 589-6644 at least seven days prior to the date for submission of the bids. Any clarifications and supplemental instructions will become part of the bid specifications and will be provided via email to all known prospective bidders no later than (3) days prior to the bid due date. Any Addenda must be acknowledged on Bid Form 9. Bidders are required to comply with all New Jersey and Federal statutes. The Board reserves the right to reject any and all proposals and to waive any irregularities in the proposal/bid process.

**Phoenix Advisors, LLC
on Behalf of the
Washington Township Board of Education**

The information as set forth in this Request for Bid and through the attachments of the electronic mail has been obtained from sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by Phoenix Advisors, LLC. Prospective respondents and ultimate lessor must be satisfied that they have access to, and have made a complete investigation of the facts and circumstances relating to the transaction including the nature and purpose of the transaction, the nature of the lessor's risks in purchasing the transaction and the lessor's rights and remedies in the event of default.

DOCUMENTS REQUIRED WITH PROPOSAL FORMS

1. Interest Rate Proposal Form – Section A;
2. Escrow Proposal Form – Section B (**Bidder is responsible for obtaining escrow bank services. All applicable fees must be included on this form**);
3. Amortization Schedule: based on quoted interest rate (assume Lease dated the Closing Date **and include for each year: date, principal payment, interest payment, total payment, and purchase option price at each principal payment date.**
4. Ownership Disclosure Statement;
5. Non-Collusion Affidavit;
6. Mandatory Affirmative Action Language and Evidence;
7. Americans with Disabilities Act;
8. Chapter 271 – Political Disclosure Form;
9. Acknowledgement of Addenda; and
10. Disclosure of Non-Involvement in Prohibited Activities in Russia-Belarus and Iran Investment Activities.

Please note that the Board will require the bidder's NJ Business Registration Certificate (or indication that this is on file with the Board) and W-9 before contracting with the lowest bidder.

INTEREST RATE PROPOSAL FORM
Washington Township Board of Education

SECTION A: INTEREST RATE

Proposal To: _____
Name of Lessor: _____
Address of Lessor: _____
Contact: _____
Contact Phone: _____
Contact Fax: _____
Contact Email: _____

Interest Rate Quoted for **5-year** term
(based on a 30/360-day count):

%

This rate is subject to indexing as described in the attached “Request For Bid.”

Name of software used to calculate lease payments: _____
(For example, T-Value, Excel, DBC, Munex, or “Proprietary”)

This bid is submitted in accordance with the **“Request for Bid”** of Lease Purchase Financing dated July 10, 2025, which is incorporated herein by reference. The Bidder intends to be bound by this proposal and hereby acknowledges receipt of all information which the Bidder deems necessary to make an informed judgment.

Name of Bidder

Authorized Signature of Bidder

Date

Printed Name

Title

ESCROW PROPOSAL FORM
Washington Township Board of Education

SECTION B: ESCROW

Proposal To: _____

Name of Escrow Agent: _____

Address of Escrow Agent: _____

Contact: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

Escrow Information

Current escrow investment effective annual yield:

%

**Account must be covered by the New Jersey Governmental
Unit Deposit Protection Act and be available for daily
withdrawal.**

Is the rate of interest indexed? (YES/NO) If “yes”, describe below:

Additional costs associated with the escrow account? (YES/NO)

If “yes”, list additional costs below:

This bid is submitted in accordance with the **“Request for Bid”** of Lease Purchase Financing dated July 10, 2025, which is incorporated herein by reference.

Name of Escrow Agent

Authorized Signature

Date

Printed Name

Title

Washington Township Board of Education
County of Gloucester, New Jersey

Essential Use Certification

Certification

The Equipment acquisitions financed by this Lease are essential to the functions of the Board or to the services the Board provides. The Board has an immediate need for and expects to make immediate use of substantially all such Equipment. This need is not temporary or expected to diminish in the foreseeable future. Such equipment and/or acquisitions will be used by the Board only for the purpose of performing one or more of the Board's government or proprietary functions consistent with its mission and authority. Lease Payments will be made from the General Fund and no loan or grant monies will be used to make lease payments. Delivery of the Equipment is anticipated by December 2025.

The Board will expect to provide the first three payments under the Lease in its 2025-2026 Annual Budget and reasonably expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

Dated

Janine M. Wechter,
Business Administrator/Board Secretary
Washington Township Board of Education

EXHIBIT I

Washington Township Public Schools	
25-26 Lease Summary	
<u>Transportation</u>	Amount
Passenger Buses	\$750,000.00
	<u>\$750,000.00</u>
<u>Security</u>	
Security Software and Equipment	\$65,000.00
	<u>\$65,000.00</u>
<u>Technology Department</u>	
Hyperflex	\$116,200.00
Access Points	\$160,000.00
	<u>\$276,200.00</u>
<u>Curriculum Adoption</u>	
Curriculum Software	\$364,512.00
Chromebook Initiative	\$319,105.00
English	\$945,623.00
Science	\$30,455.00
	<u>\$1,659,695.00</u>
Total Lease Purchase	<u><u>\$2,750,895.00</u></u>

STOCKHOLDERS STATEMENT

In accordance with New Jersey Statutes Title 52:25-24.2, all corporate and partnership Bidders for State, county, municipal or school district contracts are required to submit a list of the names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those partners owning a 10% or greater interest therein.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature

Company

Date

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I _____ of the City of _____ in the County
of _____ and the State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ of the firm of _____ and Bidder making the
proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said
Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken
any action in restraint of free, competitive bidding in connection with the above named project; and that all
statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the
School District 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.

Signature

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public _____

My Commission expires _____

To be completed and signed below

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid Date: _____

This form is to be completed and returned with the bid. However, the School District will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

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

_____ YES _____ NO

- A. If yes, a Photostat copy of said approval shall be submitted to the School District 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

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

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, New Jersey 08625. A copy shall be submitted to the School District within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name of Company/Firm: _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ **Date** _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

EXHIBIT A (Cont)

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/).

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.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Bidder and School District do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing an aid, benefit, or service on behalf of the School District pursuant to this Contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Bidder shall defend the School District in any action or administrative proceedings commenced pursuant to this Act. The Bidder shall indemnify, protect, and save harmless the School District, 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 Bidder 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 School District's grievance procedure, the Bidder agrees to abide by any decision of the School District which is rendered pursuant to said grievance procedure. If any action or administrative proceedings results in an award of damage against the School District or if the School District incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

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

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

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

BIDDER

SIGNATURE

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

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

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

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

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

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

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

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.**

* 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Acknowledgement of Addenda

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

ADDENDA NO.

ISSUING DATES

_____ No Addenda Received

Name of Bidder _____

Address _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	