



**REQUEST FOR PROPOSAL FOR  
SITE ENGINEERING and RELATED SERVICES**

**AUDUBON BOARD OF EDUCATION  
350 EDGEWOOD AVENUE  
AUDUBON, NJ 08106**

**SUBMISSION DEADLINE  
3:00 PM**

**MARCH 22, 2022**

**ADDRESS ALL PROPOSALS TO:**

**MS. DEBORAH J. RONCACE, CPA  
BUSINESS ADMINISTRATOR/ BOARD SECRETARY  
AUDUBON BOARD OF EDUCATION  
350 EDGEWOOD AVENUE  
AUDUBON, NJ 08106  
856-547-7695 ext. 4104**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING PROPOSAL**

AUDUBON BOARD OF EDUCATION  
350 EDGEWOOD AVENUE  
AUDUBON, NJ 08106

### **CONTACT PERSON – SITE VISITS**

Mr. Bud Rutter  
Facilities Director  
(856) 547-7695 ext. 4172

### **PURPOSE OF REQUEST**

The Audubon Board of Education is requesting proposals from qualified individuals and firms to provide Site Engineering Services to the District for the construction of various capital projects approved by the voters on December 14, 2021 at the District's elementary schools, and Jr./Sr. High School. (See attached Schematic Designs). Proposals will be evaluated in accordance with the criteria set forth in this RFP.

### **PERIOD OF CONTRACT**

The contract shall commence on April 1, 2022, and continue for an initial term of twelve (12) months, subject to reappointment after the initial term, if required for project completion.

### **METHOD OF PAYMENT**

The consultant shall be paid in accordance with the Contract Document upon receipt of an invoice and a properly executed voucher. After approval by the Audubon Board of Education, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

### **CONTRACT**

It is agreed and understood that the acceptance of the final payment by the consultant shall be considered a release in full of all claims against the Board of Education arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE  
REQUEST FOR PROPOSAL FOR SITE ENGINEERING SERVICES**

**I. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A.** The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
- B.** The age of the proposer's firm and the average number of employees over the past three years.
- C.** The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
- D.** A listing of all other engagements where services of the types being proposed are currently being provided or have been provided in the past ten years. Similar experience with other school districts should also be listed as well as other levels of government. Contact information for the recipients of the similar services must be provided. The Board of Education may obtain references from any of the parties listed.  
  
A description of all other areas of site engineering expertise of the proposer, including the ability to provide in-house Geotechnical Engineering with emphasis on a description of those services of interest to a Board of Education client, project experience with the local Land Use Board and County Soil Conservation District.
- E.** Proof of professional liability insurance.
- F.** Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement, Proof of prequalification with New Jersey Schools Development Authority, and NJ DPMC.
- G.** Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law.
- H.** Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- I.** A description of the proposer's office location and an explanation of the proposer's availability for meetings and conferences at the District's facilities.
- J.** An Affirmative Action Statement (copy of form attached).
- K.** A completed Non-Collusion Affidavit (copy of form attached).
- L.** A completed Owner Disclosure Statement (copy of form attached).
- M.** A copy of the proposer's Business Registration Statement.
- N.** A representation that all services will be performed within the United States of America.
- O.** Political Contribution Disclosure Statement



## **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL**

### **II. SCOPE OF SERVICES – Generally for each of the three (3) sites (only areas of construction)**

1. **Topographic Survey.** The Engineer must conduct a field survey to provide topographic and contour data (1 ft. intervals) for use in preparation of an Existing Conditions Plan. For the topographic survey, any visible structures, surface features, edge of paving, spot elevations and utility features on and immediately adjacent to the property must be located and shown on the survey drawing. The area of the survey must be limited to the area of proposed construction (see attached Schematic Designs). Visible evidence of utilities shall also be located. Storm and sanitary sewer pipe sizes, types and inverts must be shown wherever structures are easily accessible from surface inspection. Confined space entry of structures is not included in this scope. Elevations and vertical locations shall be referenced to the North American Vertical Datum (NAVD88). This task must also include general orientation of the property boundary based on available deed and map information, but does not have to include preparation of a full boundary survey or the mark out and location of underground utilities.
  
2. **Utility Location and Survey Services (only areas of construction)** The Engineer must perform utility survey to include labor, material and equipment necessary to locate any unknown utilities, foundations, storage tanks and etc. on the property using geophysical methods including Electromagnetic (EM) scanning and Ground Penetrating Radar (GPR). These services shall provide the horizontal designation of buried utilities in accordance with the ASCE 38-02: (Standard Guidelines for the Collection and Depiction of Subsurface Utility Data for any engineering, design, construction or excavation project). In accordance with this standard (ASCE 38-02), geophysical services are used to provide Quality Level B data.
  - a. It is the intent of this investigation to provide a complete and through survey to digitally locate all unknown utilities, foundations, storage tanks and etc.
  
  - b. The proposal for performing this work shall include:
    1. The area of work is shown on the attached Architects' Schematic Designs.
    2. Mobilization and demobilization charges for equipment.
    3. The total cost for providing all services required by this specification and referenced drawings.
    4. Provide reports and cad drawings as required.
    5. The unit price for video pipe inspection.
    6. The school will be in session during the work and all site visits shall be coordinated through them.
    7. The Technician shall visit the location of the proposed work site and verify all existing working conditions that may affect the execution of the work.
    8. The Technician is responsible to coordinate the work with the Owner.
    9. The site is occupied and utilities are available.

10. Power and water may be obtained from the Owner. The Technician shall make all connections required.
11. The Technician shall secure and pay for all permits, fees and licenses as may be required in the execution of the work.
12. Mark-out all locate-able utilities with paint and flags in accordance with standard APWA utility color codes. Utility designations as such provide our customers with Quality Level B data in accordance with the industry standard ASCE 38-02.
13. Provide a full formal report, including GPR images.
14. Provide AutoCAD compatible digital drawings documenting all below surface findings.

**3. Geotechnical Services.** The Engineer must perform a geotechnical investigation within the location of the proposed paving areas, Tennis and Basketball Courts to obtain subsurface soils and groundwater management design parameters.

a. Subsurface Exploration

The subsurface information must allow the Geotechnical Engineer to determine bearing capacity and settlement design parameters for the proposed foundation system, obtain asphalt pavement design parameters and provide a visual indication of the groundwater and seasonal high water levels for stormwater management design purposes.

The drilling company can perform the test borings via the use of truck-mounted equipment and the soil borings must be conducted by a New Jersey-licensed driller with sampling in accordance with ASTM D-1586, including standard penetration testing (SPT) with a split-spoon sampler which produces N-values as an indication of relative density, as measured by the number of blows required for a standardized weight to drive the sampler twelve (12) inches, or blow counts per foot.

An experienced geotechnical engineer must accompany the drill rig and excavator to guide the field exploration program and record the drilling logs. Test boring and test pit logs must be completed and a description provided of the subsurface materials encountered, standard penetration test results (N-values), and presence of groundwater. The Engineer's field representative must locate the exploration locations using a tape measure and by referencing existing site features.

b. Geotechnical Exploration and Design Recommendations Report

Following the completion of the field work, a geotechnical exploration report must be prepared by a licensed engineer in the State of New Jersey. The report will discuss the findings of the subsurface conditions encountered and present geotechnical recommendations regarding recommended required subsurface improvements to enable the construction of paving areas, Tennis and Basketball Courts. The Engineer's report must include a subsurface exploration plan, finalized test boring and test pit logs and a sketch

depicting the approximate location of boring and test pit locations. The geotechnical engineer is solely responsible for the recommendations made and should provide for adequate coverage of the site(s) in order to obtain all necessary information.

- c. Soils Inspection and Testing The Geotechnical Engineer shall provide soil testing in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E), which specify one sample for every 900 square feet or as appropriate for the construction of the paved areas, Tennis and Basketball Courts.

The samples will be collected using a portable Geoprobe direct push unit, down to a maximum depth of 8 feet (two 4' long sample tubes). If the Owner has in its possession any historic use information such as a report for a Preliminary Environmental Assessment at this site and/or any existing environmental data, then said information will be provided to the consultant and the sampling locations can be biased to suspected or known areas of environmental concern. The samples retrieved will be screened for visual and olfactory signs of contamination (stains, odors, etc.) and will be checked for the presence of volatile organics using a portable Photoionization Detector (PID). Test samples to determine whether or not they meet all of the NJ DEP Residential Direct Contact Soil Remediation Standards (RDCSRS), and whether on-site soils can be excavated out and exported from the site as clean fill.

The selected consultant must include the basic services noted in Part B above as required by applicable State and Federal regulations governing soil testing and reporting procedures. The consultant shall provide the Owner with a report of the subsurface investigation including a narrative explaining the existing soil properties, ground water properties, bed rock (if encountered), and type and extent of any soil contamination encountered. The report shall also include recommendations for addressing or disposing of any soil contamination, including any regulatory requirements for further soil testing or NJ DEP applications deemed necessary. Please note that this RFP does not require the consultant to undertake any NJ DEP applications or prepare any soil remediation plans. This phase of work is investigatory only.

- 4. **Preliminary Construction Drawings.** The Engineer must prepare preliminary site plan drawings for development of the project based on the schematic/preliminary architectural plans provided by Garrison Architects. The preliminary construction drawings must be prepared in compliance with the current Audubon Borough Code of Ordinances, Camden County regulations and specifications, NJDEP Stormwater Regulations, the Standards for Soil Erosion and Sediment Control in New Jersey and applicable building codes (such as the Uniform Construction Code of NJ). The documents, scaled and sectioned as appropriate, must include the following:
  - o Existing Conditions Plan, depicting topographic survey information, soil boring locations and limits of demolition, if necessary.

- Improvement Plan, depicting plan and dimension of proposed site improvements including Tennis and Basketball Courts, parking paving curbs, sidewalks, signage, pavement markings, etc.
- Grading and Drainage Plan, presenting pre- and post-developed drainage sheds, existing and proposed drainage infrastructure, general site grading as required for various permit applications.
- Utility Plan, depicting the location and design stormwater management systems if required.
- Lighting & Landscaping Plan, presenting location of proposed trees, buffer plantings and accent plantings.
- Soil Erosion & Sediment Control Plan, if required, depicting details and measures for soil erosion and sediment control, including preparation of the application to the Camden County Soil Conservation District (SCD) for certification of the Soil Erosion & Sediment Control Plan.
- Details Plans, presenting the construction details and specifications for proposed site improvements.
- Stormwater Management Calculations, if required, demonstrating compliance with the Audubon Borough, NJDEP, Camden County and SCD regulations. The stormwater management calculations report will also include a Stormwater Maintenance Manual, Low Impact Development Checklist (if required) and Non-Structural Strategies Point System spreadsheet (if required) in accordance with NJDEP requirements.
- Preliminary Cost Estimate, providing the anticipated construction cost for site improvements for use by Garrison Architects and Audubon Board of Education.

- 5. Final Construction Documents.** The Engineer must review the preliminary site design with Garrison Architects and the District's Construction Manager for compliance with final architectural elevations and floor plans and provide final site work construction documents based on comments received from the Client, project design team and regulatory agencies during the preliminary design process. The final construction plans must be suitable for use in soliciting bids from site contractors. A final cost estimate for site improvement shall be provided for use by Garrison Architects, the District's Construction Manager, and the Audubon Board of Education in budget preparation.

The Engineer must also prepare Division 2 – Site Work technical specification sections suitable for incorporation into the overall project specifications prepared by Garrison Architects and the District's Construction Manager. The specifications will be prepared specific to this project and reference the applicable regulatory requirements, submittals, testing and product specifications, materials, etc. Earthwork specifications must be prepared based on the recommendations of the project geotechnical report for site work and sub-grade preparation for the pavement projects.

- 6. Project Coordination Meetings.** The Engineer must attend periodic project coordination meetings with the District's Construction Manager and Audubon Board of Education and design team throughout the development of the project. For this task assume attendance at six (6) meetings as required.
- 7. Bidding and Construction Administration.** The Engineer must provide bidding support services related to site work, which will include responses to



requests for information (RFIs) during bidding, assistance in bid evaluation and recommendations for site work contractor selection. The Engineer must also provide limited construction administration services for the proposed improvements addressed in the site plans. During construction, the Engineer must provide services to review shop drawings, answer RFIs, conduct periodic site visits to clarify construction issues, and provide the appropriate construction support as needed. Provide for attendance at construction progress meetings as required and site visits as required during site work construction, which includes inspections for substantial and final completion. Field Observation Reports must be prepared for each site visit and provided to the District's Construction Manager with copies to Garrison Architects. Related office time to review RFIs and shop drawings must also be included.

**III. FEE FOR SCOPE OF SERVICES**

Fees for the scope of services outlined in this proposal must be charged on a lump sum basis in accordance with the table listed below.

| <b>Item</b>   | <b>Description</b>                               | <b>Cost</b> |
|---------------|--|-------------|
| Task 1        | Topographic Survey                               |             |
| Task 2        | Utility Location and Survey Services             |             |
| Task 3        | Geotechnical Services                            |             |
| Task 4        | Preliminary Construction Drawings                |             |
| Task 5        | Final Construction Documents                     |             |
| Task 6        | Project Coordination Meetings                    |             |
| Task 7        | Bidding and Construction Administration          |             |
|               | <b>* Estimated TOTAL PROFESSIONAL FEES</b>       |             |
| Reimbursables | <b>Please provide a Not-to-Exceed allowance:</b> |             |

Revisions and preparation of supplementary submissions which result from District or agency review after determination of administrative completeness, excepting any resulting from errors or omissions by the engineer will be billed as Additional Services. **(Additional services will not be performed without written authorization for the task and fee.)**

**IV. DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Audubon Board of Education. However, the Board may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

**V. PROPOSAL EVALUATION** – The Audubon Board of Education will select the most advantageous proposal based on all information presented or gathered in connection with the proposal and on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Board. The Board may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Board will make the

award that is in the best interest of the District based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Board reserves the right to:

- a. Not select any of the proposals.
- b. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Board shall not be obligated to explain the results of the evaluation process to any proposer.

The Board may require proposers to demonstrate any services described in their proposal prior to award.

**VI. PROPOSAL LIMITATIONS** - This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Audubon Board of Education by issuance of this RFP. The Board reserves the right at the Board's sole discretion to refuse any proposal submitted.

**VII. USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Board to the proposer in connection with this RFP shall remain the property of the Board. When in tangible form, all copies of such information shall be returned to the Board upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

**VIII. GENERAL TERMS AND CONDITIONS –**

- A.** The Audubon Board of Education reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer.
- B.** In case of failure by the successful proposer, the Audubon Board of Education may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C.** The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Audubon Board of Education harmless from, shall indemnify and shall defend the Board of Education against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services

or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- D.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. The proposer shall maintain a General Liability insurance of \$1,500,000 per occurrence and \$4,000,000 aggregate. He shall also maintain an Automobile Liability of \$1,000,000 per occurrence and \$5,000,000 aggregate. He shall also maintain an Errors and Omissions insurance of \$1,000,000 per claim and \$2,000,000 aggregate. Audubon Board of Education must be listed as additional insured.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Education and subject to the Board of Education's standard procedures.
- G.** The Audubon Board of Education is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for one year from date of award, unless otherwise stated, subject to annual reappointment if necessary for the completion of the work.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Board assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee 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 and sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment 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, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause; (b) 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; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (d) 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 American 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.

- K. All services shall be performed within the United States of America.

**END OF GENERAL INSTRUCTIONS**

NON- COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) SS

County of )

I, \_\_\_\_\_ of the city of \_\_\_\_\_  
\_\_\_\_\_ in the county of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
\_\_\_\_\_, the bidder,

making the Proposal for the above names project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above name project; 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 the 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, or contingent fee, except bona fide employee or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34:15)

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Also print or type name of affiant under signature)

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

## EXPERIENCE QUESTIONNAIRE

SUBMITTED TO: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

- Corporation
- Co-partnership
- An Individual

THE SIGNATORY OF THIS QUESTIONNAIRE GUARANTEES THE TRUTH & ACCURACY OF ALL STATEMENTS AND OF ALL ANSWERS TO INTERROGATORIES HEREINAFTER MADE..

1. How many years has your organization been in business under your present business name? \_\_\_\_\_
  
2. Have you, any officer or partners of your organization ever failed to complete a job for which you were awarded a contract?  
 YES  NO. If so, state where and why.
  
3. If you are awarded this contract, will work be done with workers directly employed by your organization? \_\_\_\_\_.
  
4. Please list the similar projects of this nature you or your organization completed in the last year:

| NAME & PHONE NUMBER<br>OF OWNER | BID<br>AMOUNT | NO. OF<br>CLAIMS | DATE<br>COMPLETED |
|---------------------------------|---------------|------------------|-------------------|
|---------------------------------|---------------|------------------|-------------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

5. Will you make the above job files available for audit?  YES  NO

BY: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE

P.L. 1977 Ch. 33 Local Public Contracts Law

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the state, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is in the corporation or partnership who own 10 percent or more of its stock, of any class or of all individual partners in the partnership who own 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partners is itself a corporation or partnership, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10 percent ownership criteria established in this act, has been listed.

This act shall take effect immediately.

Approved and effective March 8, 1977.

## OWNERSHIP DISCLOSURE

1. THIS IS TO CERTIFY that the bidder in question is a (corporation) (partnership) or (joint venture).

2. If the owner to number 1 above was that the bidding entity is a corporation, all individuals or entities holding at least a 10 percent ownership interest or more in said corporation, whether by the issuance of stock or otherwise, are the following

| <u>Name</u> | <u>Address</u> | <u>% of Ownership</u> |
|-------------|----------------|-----------------------|
|-------------|----------------|-----------------------|

3. If the answer to number one above was that the bidding entity is a partnership, give the names, addresses and percentages of interest of those being 10 percent or more in said partnership

| <u>Name</u> | <u>Address</u> | <u>% of Ownership</u> |
|-------------|----------------|-----------------------|
|-------------|----------------|-----------------------|

4. If the answer to number one above was that the bidding entity is a joint venture, give the names, addresses and percentages of those having a 10 percent or more equitable interest or legal interest in said joint venture.

| <u>Name</u> | <u>Address</u> | <u>% of Ownership</u> |
|-------------|----------------|-----------------------|
|-------------|----------------|-----------------------|

5. I hold the following office or interests in the bidding entity and am an individual having more than a 10 percent beneficial or legal interest in the bidding entity.

6. I make this certification individually and on behalf of said entity with full



knowledge that the School Board will rely on this certification in awarding any bids and that any misrepresentations herein shall subject the entity and myself to all penalties provided by Chapter 33 of the Public Laws of 197.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Notary Public

QUALIFICATIONS - ALL CONTRACTS

The following information shall be completely filled out by the respective bidders and presented with each Proposal.

The undersigned herewith states that he is financially capable of financing the entire project, and herewith refers the Owner to the following parties for information concerning the business and financial standing of the Undersigned, and agrees to the Owners and their officials conferring with the parties named hereafter.

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |

The Undersigned herewith declares he has maintained the business represented for \_\_\_\_\_ years, and he has been actively engaged in work similar to the work specified in the contract for \_\_\_\_\_ years.

The Undersigned herewith states he maintains the following permanent establishment for the transaction of business.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

The Undersigned herewith submits a list of works completed by the Undersigned as Contractor, and similar in character to that upon which he is bidding under this Contract, as evidence of ability and experience.

| <u>Project</u> | <u>Location</u> |
|----------------|-----------------|
| _____          | _____           |
| _____          | _____           |
| _____          | _____           |
| _____          | _____           |
| _____          | _____           |

|      |               |
|------|---------------|
| Date | Bidder's Name |
|------|---------------|

The Undersigned hereby affirms that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

\_\_\_\_\_  
Signature

REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR  
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

1. A photocopy of your federal letter of affirmative action plan approval.

or

2. A photocopy of your certificate of employee information report.

or

3. A completed affirmative action employee information report (AA302).EXHIBIT A

**P.L. 1975, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**GOODS, PROFESSIONAL SERVICES 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 and 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 non-discrimination 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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 personal 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 lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA-302

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

---

Signature of Bidder



## **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.**

**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."

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