

Westampton Township Public Schools

700 Rancocas Road, Westampton, New Jersey 08060 (609) 261-1969

REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION MANAGEMENT SERVICES

Submission Due Date:

June 8, 2022 at 12:00 PM

PURPOSE

The Board of Education of the Westampton School District (BOARD) is requesting proposals from experienced and qualified firms or individuals to provide Construction Management Services in connection with January 25, 2022 Voter Approved Referendum more fully described in the attached Exhibit A. The Board intends to solicit proposals and qualifications for Construction Management Services from qualified applicants.

DESCRIPTION OF WORK – See the attached Exhibit "A" Powerpoint Presentation

SCOPE

In general, professional Construction Management "Not-At-Risk" Services consistent with the responsibilities defined in the District edited American Institute of Architects AIA A-201 CMA General Conditions of the Contract for Construction and as specifically outlined in Article 4 – ADMINISTRATION OF CONTRACT. Services are to be provided from the date of engagement by the Owner through (60) calendar days from the date of Substantial Project Completion by the successful Contractor(s) as set forth in the Contract Time of Completion of the Contract Documents. Services are to be provided to supplement services provided by the Owner's Architect, Garrison Architects.

The successful respondent for Construction Management Services for the Construction Project shall provide all required, services, including the following:

A. PRECONSTRUCTION PHASE: (mid) June to August 31, 2022

 Review design documents during development for constructability, coordination, completeness and value. Provide a written constructability analysis report with

- recommendations to the Board and Garrison Architects at the completion of construction documents phases, for certain projects as identified in Attachment "A" following an initial meeting with Garrison Architects.
- 2. Prepare a constructability/value analysis report at the completion of the construction documents phase.
- 3. Attend design meetings as necessary, conducted by Garrison Architects, at their office or Zoom call.
- 4. Analyze the project requirements and develop a site logistics plan in consultation with Garrison Architects, Owner, and CME Engineers, as necessary.
- 5. Assist the Board with recommendations regarding any Board purchased equipment and material (FFE).
- 6. Review, affirm and monitor overall project schedule prepared by Garrison Architects including design, approvals, bidding, construction, occupancy and closeout. Monitor and update the project schedule biweekly, during the preconstruction phase.
- 7. Review, affirm and monitor the construction milestone schedule prepared by Garrison Architects, based on the established phasing plan to be included in the bidding documents.
- 8. Prepare RFP's for selection of special consultants, which may be required during the project. (Construction Testing, etc.)
- 9. Assist Garrison Architects and counsel with preparation and issuance of construction bid packages, summary of work, general conditions, etc.
- 10. Help generate local qualified Contractor interest in the project.
- 11. Assist Garrison Architects with the pre-bid conference with prospective bidders.
- 12. With Garrison Architects and counsel, evaluate Contractor bids and prepare a bid analysis and recommendation of contract award for Board approval.
- 13. Organize and oversee a preconstruction "kickoff" meeting with the successful Contractor immediately after contract award.
- 14. Assist Garrison Architects and Contractor in obtaining any necessary permits.

B. <u>DESIGN AND BIDDING PHASE – September 2022</u>

- 1. Review the design documents prepared by Garrison Architects. Advise the Owner of any areas of concern. Make recommendations for corrective action.
- 2. Review the initial budget based upon the design documents prepared by Garrison Architects and CME Engineers. Perform a review of the budget based upon the Construction Documents. Advise the Owner and Garrison Architects if it appears that the Construction Cost may exceed the Project budget. Make recommendations

- for corrective action. Cost estimates prepared by the Construction Manager represent the Construction Manager's best judgement as a professional familiar with the construction industry.
- 3. Development of Bid Documents Assist Garrison Architects in the development of detailed and complete bid documents to assure timely, responsive and comparable bids, while avoiding questions and protests. Identify and investigate contractors and suppliers interested in bidding the work.
- 4. Establish Phased Bid and Construction Schedule Assist Garrison Architects in the preparation of a schedule for the bidding of construction contracts and an overall construction schedule identifying key schedule milestones to be included in the bidding documents.
- 5. Pre-Bid Conference Assist Garrison Architects in the organization and operation of pre-bid conferences prior to the receipt of bids. Familiarize bidders with the bidding documents and assure that all bid documents are clear. Assist Garrison Architects with the receipt of questions from bidders, and with the issuance of Addenda.
- 6. Evaluation of Bids Received Assist the District and Garrison Architects in receipt, review and evaluation of bids. Ensure that all contractors and suppliers are approved by the DPMC, as required.
- 7. Present Monthly Reports Present to the School Board and/or Administration, a monthly report on schedule status, problems, decisions required, and a general overview of the project status. A copy of the report should be submitted to Garrison Architects at the same time of submission to the Board of Education.

C. CONSTRUCTION PHASE: November 2022 – December 2023

1. Provide sufficient staffing to provide the services described herein.

Project Management
Construction Supervision
Others as Required

- 2. Provide project administration as needed, as the point of communications with the Contractor, as the Board's agent. Coordination of construction activities for various projects consisting of additions and renovations work.
- 3. Serve as Project's primary point of contact throughout the project until final acceptance.
- 4. Assist the Owner in hiring and coordination with the Owner's construction testing, balancing, inspection activities, and commissioning agent.
- 5. Oversee storage of any Board purchased items.
- 6. Participate in meetings with the Site Supervisors of the various trades, as needed, to ensure proper coordination and continuity of the schedule.
- 7. Conduct the bi-weekly construction meetings and prepare the minutes of the meeting and distribute the same to all.

- 8. Provide logging, tracking, reviewing and recommendations for all proposed change orders submitted by a contractor. Provide an Excel spreadsheet to track the COR#, date requested, scope of work, proposed amount, status, approved amount, approved date and note if it is an allowance or change order.
- 9. Prepare monthly reports summarizing project progress relative to design, cost and schedule. Reports to include any updated schedules, cost reports, change order log, RFI log, submittal log and photographs
- 10. Review Contractor monthly applications for payment approval and work with Garrison Architects. Confirm all relevant attachments including certified payroll reports, affirmative action reports, etc. are included.
- 11. Advise Garrison Architects and Owner on a regular basis of any problems or coordination requirements.
- 12. Create and maintain a log of construction activities and site, weather and other factors describing or affecting construction work.
- 13. Assist Owner with Owner provided items, equipment and installation. The items include but are not limited to furniture, technology, data, security systems, cable tv, DCA required special inspections, HVAC TAB and Commissioning services, etc.
- 14. Review Contractor(s) Technical and other Submittals and Shop Drawings for completion, as required by the Contract Documents, and transmission of same to Garrison Architects for technical review and approval. Incomplete submittals are to be returned to the Contractor by the Construction Manager.
- 15. Review progress of the work for quality, and adherence to the contract documents, inspect all work and alert Garrison Architects to any conformance issues for final disposition by Garrison Architects. Monitor the work of the Contractor to achieve high quality performance. Recommend corrective actions to Garrison Architects, if required.
- 16. Take digital photographs of the project as needed.
- 17. Assist Garrison Architects in identifying incomplete and unsatisfactory work. Coordinate completion of corrective work with Contractor.
- 18. Assist Garrison Architects in final inspections and determination of substantial completion.

D. <u>CLOSEOUT PHASE: TBD 2024</u>

- 1. Identify and resolve any open issues. Coordinate Contractor completion of all punch list items.
- 2. Coordinate receipt, review for accuracy and transmittal to the Board of Contractor supplied attic stock, spare parts, as-built drawings, warranties, operations and maintenance manuals, etc.
- 3. Oversee all Contractor final inspections, and receipt of Certificate of Occupancy from the Township.

- 4. Oversee Contractor's final system demonstrations and training to Board's facilities staff.
- 5. Summarize total project costs in a final report, including all change orders.

REQUEST FOR PROPOSALS AND QUALIFICATIONS - PROCEDURES

Distribution of RFQ

The RFQ can be picked up at the Board of Education Office, 700 Rancocas Road, Westampton, New Jersey 08060, during normal business hours between 8:00 a.m. and 4:00 p.m. Distribution of the package will begin on Wednesday, May 18, 2022. The RFQ can also be obtained on the district's website at www.westamptonschools.org.

It is the responsibility of all potential Proposers requesting the RFQ package to request of the Board that such potential Construction Manager's name and their contact information be placed on the distribution list to be maintained in the office of the Board. In the event that the Board issues responses to Proposers' questions, or if additional information or clarification is required to be distributed by the Board, such information will be distributed to those on the distribution list. The Board assumes no responsibility for distribution to potential Construction Management firms who are not on the distribution list.

Responses

Responses to the RFQ are to be received in sealed envelopes at the Board's office not later than 12:00 p.m. on June 8, 2022. The exterior of such sealed envelope shall be clearly labeled and state "BOARD OF EDUCATION OF WESTAMPTON TOWNSHIP SCHOOL DISTRICT CONSTRUCTION MANAGEMENT SERVICES PROPOSAL." Responding Proposers will provide ten (10) copies of their response.

Facsimile or e-mail submissions will not be accepted.

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. Include an organization chart and resumés for all persons identified as potential key staff. You are required to identify the On-site Construction Manager who will be committed to this project for the duration unless otherwise advised or approved by the Owner. Minimum qualification requirements include:
 - 1. **Project Executive** should have at least 15 years of management experience with a minimum of 10 New Jersey public projects of a similar size and scope.
 - 2. **Construction Managers** should have good communication and computer skills, at least 5-10 years of management experience on large public construction projects; or shall have a degree in Architectural, Engineering or Construction Management with a minimum of 5 years of experience. Mechanical system experience preferred.
- D. A listing of at least 10 other engagements where services of the types being proposed were provided in the past ten years and should include other school districts and other levels of government. The list must include the following information: project location, client, architect, services provided, completion date, construction value, change orders and contact person. The Board of Education may obtain references from any of the parties listed;
- **E.** A description of all other areas of expertise of the proposer, with emphasis on a description of those services of interest to a Board of Education client;
- **F.** A detailed plan for providing the proposed services, with a description of the proposing firm's approach and specific scope of services;
- **G.** Proof of professional liability insurance;
- **H.** Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- I. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- J. 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;

- **K.** A description of any litigation with New Jersey school districts or other New Jersey Public Entities relative to services performed by the proposer;
- **L.** Minimum of three (3) references with contact name, address, telephone, and fax numbers;
- **M.** An explanation of the proposer's availability for meetings and conferences at the District's facilities;
- N. Explain your firms (not your personnel) experience with K-12 construction;
- **O.** Evidence of your firm's current New Jersey Schools Development Authority prequalification status; (\$25 M minimum required)
- **P.** An Affirmative Action Statement (copy of form attached);
- **Q.** A completed Non-Collusion Affidavit (copy of form attached);
- **R.** A completed Owner Disclosure Statement (copy of form attached);
- S. Chapter 271 Political Contribution Disclosure Form (copy of form attached);
- **T.** A copy of the proposer's Business Registration Certificate.
- U. Evidence of your firm's current NJ Division of Property Management and Construction Consultant Prequalification status with unlimited prequalification for Construction Management.

FEE PROPOSAL

The proposer must submit a fee proposal for providing the services outlined in this Request for Proposals.

- Preconstruction Phase: Provide a lump sum fee for all services.
- Construction Phase: Provide a monthly fee inclusive of all reimbursables for the stated services and manpower. Provide an alternate monthly fee for cost of a second on site construction manager.
- Post Occupancy: Provide a single average hourly billing rate for post construction phase services as described. Also provide a "not-to-exceed" monthly post occupancy fee.

The Westampton Township Board of Education does not provide payment for or reimbursement for travel expenses.

Proposers' Questions:

The Board will accept written questions from proposing Construction Management Firms. All such written questions must be submitted by June 1, 2022. Responses after review of questions by the Board and its professional staff will be provided to all by the Board and potential Proposers who have placed their contact information on the distribution list. The Board will attempt to provide written responses no less than three (3) business days before the due date for proposals.

Selection Process:

Once responses are received, they will be reviewed by the Board and/or designated representatives. The Board and/or designated representatives shall review such proposals in accordance with the selection criteria. The Board reserves the right to reject any and all proposals received. Further, the Board reserves the right to reissue the RFQ if it deems appropriate.

Schedule:

Board has established the following schedule in regard to the RFQ process. The schedule is as follows, subject to amendment by the Board if the Board deems appropriate:

<u>ACTION</u>	<u>DATE</u>
Distribution of RFQ	May 18, 2022
Question Period ends	June 1, 2022
Responses Disseminated from Board by	June 3, 2022
Board Receipt of RFQ Proposals	June 8, 2022
Notification to all Respondents	June _ <i>,</i> 2022

SELECTION CRITERIA

To be considered a viable candidate for Construction Management Firm, a proposal should address, at a minimum:

1. Financial capability and ability to perform the services on a public facilities Project of the type and size required for the Board. The demonstration of financial

capability can include providing audited and financial statements for the previous three (3) years.

- 2. Demonstrated success managing public projects of the type and size Project proposed. A minimum of 10 years' experience in the field, and management of at least ten (10) projects of this or greater magnitude is preferred. NJDPMC/NJSDA "\$25 M" Pre-Qualification is required. In demonstrating success managing projects comparable to this Project, the names and locations of such projects as well as the nature of such projects is useful. Additionally, financial information relating to these previous projects, including construction costs, both anticipated and actual, is appropriate.
- 3. Organizational strength, business reputation and professional capability to manage the type of Project proposed. Up to three (3) written references, preferably Burlington and Camden County Clients (to be provided by the proposer) will be reviewed and considered. In identifying and establishing organizational strength and business reputation, a responding potential Construction Management firm should identify key members of the project team for the Project. The roles of the various key members should be described and their respective experience and backgrounds should be demonstrated.
- 4. Additional information as may be deemed necessary and appropriate the Board.

DISCUSSIONS WITH PROPOSERS

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Westampton Board of Education. However, the Westampton Board of Education 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.

PROPOSAL EVALUATION

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.** Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- **c.** Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal shall remain valid through this time period.

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

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

AWARD OF THE CONTRACT

The successful proposer will be notified, in writing, of the Award of the Contract. The terms of the proposals as submitted by the proposer may be modified as the Westampton Board of Education reserves the right to negotiate the terms of the proposal with its respective proposer.

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 Westampton Board of Education by issuance of this RFP. The Westampton Board of Education reserves the right at the Westampton Board of Education's sole discretion to refuse any proposal submitted.

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 Westampton Township Board of Education to the proposer in connection with this RFP shall remain the property of the Westampton Township Board of Education. When in tangible form, all copies of such information shall be returned to the Westampton Township Board of Education 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 Westampton Township Board of Education 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.

PROPRIETARY INFORMATION

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Westampton Township Board of Education. All materials submitted become the property of the Westampton Township Board of Education and may be returned only at the Westampton Township Board of Education's option.

To be completed, signed and returned with Bid.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Bid No.	Bid Date:		
Name of Company			
Address		PO Box	
City, State, Zip			
Business Phone Number ()	Ext	
Emergency Phone Number (_)		
FAX No. ()			
FEIN No	<u>.</u>		
Years in Business	Number of Employees		
References – Work previously	done for School Districts in N	ew Jersey	
Name of District	<u>Address</u>	Contact Person/Title	<u>Phone</u>
1			
2			
3			
	Vendor Certification	on	
<u>Direct/Indirect Interests</u>			
I declare and certify that no meror person whose salary is payable members are directly or indirect services to which it relates, or member, employee, officer of the explanation to this document, described to the complex of the com	ole in whole or in part by said Boatly interested in this bid or in the in any portion of profits thereof the board has an interest in the	ard of Education or their in e supplies, materials, equi f. If a situation so exists e bid, etc., then please at	nmediate family pment, work or where a Board
Gifts; Gratuities; Compensati	<u>on</u>		
I declare and certify that no pers or paid any fee, commission or school official, board member o	compensation, or offered any g	ift, gratuity or other thing	of value to any
Vendor Certifications			
I declare and certify that I fully use to school board members.	inderstand N.J.A.C. 6A:23A-6.3	(a) (1-4) concerning vende	or contributions
I certify that my company is not United States of America. N.J.S			w Jersey or the
I further certify that I understand a material representation that government contract.			
President or Authorized Agen	ut (Print)	SIGNATURE	

WESTAMPTON TOWNSHIP BOARD OF EDUCATION DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITL	E <u>Construction Manager Services</u>
VENDOR/BIDDER NAME	
bid or proposal or otherwise proposes to enter into nor entity, nor any of its parents, subsidiaries, or af Treasury's Chapter 25 List as a person or entity ensis found on the Division's website at https://www.svendors/Bidders must review this list prior to complivision of Purchase and Property finds a person of as may be appropriate and provided by law, rule or	c.25 and P.L. 2021, c.4) any person or entity that submits a or renew a contract must certify that neither the person filiates, is identified on the New Jersey Department of the gaged in investment activities in Iran. The Chapter 25 list state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. pleting the below certification. If the Director of the or entity to be in violation of the law, s/he shall take action contract, including but not limited to, imposing s, declaring the party in default and seeking debarment or
	APPROPRIATE BOX
Vendor/Bidder listed above nor any of its parents,	(P.L. 2012, c.25 and P.L. 2021, c.4), that neither the subsidiaries, or affiliates is listed on the New Jersey ntities determined to be engaged in prohibited activities in
☐ I am unable to certify as above because the Vene	
Entity Engaged in Investment Activities Relationship to Vendor/ Bidder Description of Activities	
Duration of Engagement Anticipated Cessation Date	
Attach Additional Sheets If Necessary	
	TIFICATION
that the foregoing information and any attachments complete. I acknowledge that the State of New Jers that the Vendor/Bidder is under a continuing obligate completion of any contract(s) with the State to not contained herein; that I am aware that it is a crimin in this certification. If I do so, I will be subject to c	sey is relying on the information contained herein, and
Signature	Date
Print Name and Title	Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.

To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

Construction Management Services

ne. Bid/Proposarior the westampton i	ownship board of Education
STATE OF	Bid Date: Wednesday June 8, 2022
COUNTY OF	<u> </u>
I,	of the City of
in the County of of full age, being duly sworn according t	and the State of to law on my oath depose and say that:
I am	of the firm of
the said Proposal with full authority so to into any agreement, participated in an proposal with any potential bidders, or competitive bidding in connection with contained in said Proposal and in this a knowledge that the Board of Education r in said Proposal and in the statements of for the said bid. I further warrant that no person or sell solicit or secure such contract upon an	the above names contract, and that I executed do; that I have not, directly or indirectly, entered y collusion, discussed any or all parts of this otherwise taken any action in restraint of free, the above named bid, and that all statements affidavit are true and correct, and made with full relies upon the truth of the statements contained ontained in this affidavit in awarding the contract ling agency has been employed or retained to agreement or understanding for a commission, ee, except bona fide employees of bona fide cies maintained by
(Print Name o	f Contractor/Vendor)
Subscribed and sworn to:(SIG	INATURE OF CONTRACTOR/VENDOR)
before me this day of Mor	nth Year
NOTARY PUBLIC SIGNATURE	Print Name of Notary Public
My commission expires Month	,, Seal – Day Year
IVIOTILIT	Day real

To be completed, signed and returned with Bid

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization:	
Organization Address:	
City, State, ZIP:	
Part I Check the box that represent	s the type of business organization:
Sole Proprietorship (skip Parts II and	d 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 Partners	hip Limited Liability Partnership (LLP)
Other (be specific):	
corporation who own 10 percent or management of the partnership who own a members in the limited liability compa	es and addresses of all stockholders in the ore of its stock, of any class, or of all individual a 10 percent or greater interest therein, or of all any who own a 10 percent or greater interest LETE THE LIST BELOW IN THIS SECTION)
	OR
any class, or no individual partner in t	
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 *Westampton 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 the *Board of Education* to notify the *Board of Education* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Board of Education* to declare any contract(s) resulting from this certification void and unenforceable.

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

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.

To be completed, signed and returned with Bid.

WESTAMPTON TOWNSHIP BOARD OF EDUCATION Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00) Ref. N.J.S.A. 19:44A-20.26

hereby certify t	that	zed and knowledgeable of	(Business Entity
candidate or a	ny political comm	le political contributions to ar nittee as defined in N.J.S.A s award of contract:	
	Re	portable Contributions	
Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor
The Business E	intity may attach a	additional pages if needed.	
□ No Report	able Contributio	ns (Please check (✓) if appli	cable.)
	ontributions to any efined in N.J.S.A.	y elected official, political can 19:44-20.26.	(Business Entity) made didate or any political
Certification			
I certify, that the 2005—Chapter		ided above is in full compliar	nce with Public Law
Name of Author	rized Agent		

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*

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- 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
- o 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."

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 **P.L.**

P.L. 2005, c271 Page 2

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.
 - 4. 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

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

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

Fieldsboro Borough

Boards of Education (Members of the Board):

Bass River TownshipLenape RegionalPemberton BoroughBeverly CityLumberton TownshipPemberton TownshipBordentown RegionalMansfield TownshipRancocas Valley RegionalBurlington CityMaple Shade TownshipRiverside TownshipBurlington TownshipMedford Lakes BoroughRiverton

Chesterfield Township Medford Township Shamong Township
Cinnaminson Township Moorestown Township Southampton Township
Delanco Township Mount Holly Township Springfield Township
Delran Township Mount Laurel Township Tabernacle Township
Eastampton Township New Hanover Township Washington Township

Edgewater Park Township North Hanover Township Westampton

Evesham Township Northern Burlington Regional Willingboro Township Florence Township Palmyra Borough Woodland Township

Hainesport Township

Fire Districts (Board of Fire Commissioners):

Eastampton Township Fire District No. 1

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

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

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

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

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

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

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

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. I7:27-5.2.

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/.

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. (Revised: January,

2016)

Form AA302 Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

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Sales Workers													
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