

**REQUEST FOR PROPOSALS – POOL MANAGEMENT AND PROGRAM SERVICES  
POOL AT RUTHERFORD HIGH SCHOOL, RUTHERFORD, NEW JERSEY**

**Proposal No. 2019PMS**

The Rutherford Board of Education (Board) will accept sealed proposals until 2:00 p.m., Tuesday, June 11, 2019 for providing pool management and program services at the pool at Rutherford High School located at 56 Elliott Place, Rutherford, New Jersey. Proposal documents are on file and available from the Business Administrator for the Rutherford Board of Education, 176 Park Avenue, Rutherford, NJ 07070. Submit two copies of the proposal. Any proposal received after the time and date specified above will not be considered. The Board reserves the right to waive all informalities or minor irregularities and reject any or all proposals at its discretion. The Rutherford Board of Education anticipates that proposals will be reviewed and considered for acceptance at an upcoming regularly scheduled Board meeting.

**RUTHERFORD BOARD OF EDUCATION  
RUTHERFORD, NEW JERSEY**

**REQUEST FOR PROPOSALS – POOL  
MANAGEMENT AND PROGRAM SERVICES**

**1. INVITATION TO SUBMIT PROPOSAL.** Qualified pool management companies (herein noted as "Contractors") are invited to submit a sealed proposal ("Proposal") to provide pool management and program services at the pool at Rutherford High School, located at 56 Elliott Place, Rutherford, New Jersey in accordance with the specifications contained herein. The selected Contractor will have wide discretion to plan, manage and own all aspects of the swim program, with the understanding that the Board expects to share in revenues and/or profits, which will in part cover its operating expenses and investment in the pool facility.

The Rutherford Board of Education has established special and specific qualifications for applicants to assure quality of the pool management program.

**2. INFORMATION TO APPLICANTS REGARDING POOL MANAGEMENT OPERATIONS.**

The proposal should consist of five parts: (1) Written Statement; (2) Exhibit A, Applicant's Declaration; (3) Exhibit B, Statement of Applicant's Qualifications; (4) a list of anticipated program offerings, including enrollment projections, and a proposed weekly/monthly program schedule; and (5) a pro forma income statement, detailing projected revenues by program (including proposed registration fees), projected costs (direct and indirect), projected net income (loss), as well as a projection of revenue- and/or profit-sharing with the Board. The Board will be looking to understand how the proposed program will contribute to its costs to operate the pool on an ongoing basis, and to contribute to the capital needs of the pool facility. A report on the capital needs of the pool facility is provided and is an integral part of this Request for Proposals.

Each applicant shall submit three references from persons/organizations with which the applicant has a professional relationship, including name, address, telephone number and email address where each reference may be contacted. The following factors will be considered in evaluating responding proposals, at the weights noted:

1. The Written Statement and its success in conveying the case for entering into a management agreement with the proposer, specifically by addressing the points made in Section 3.5, below. (35%)
2. Financial components of the proposal, including pro forma financial information as detailed above, and the proposed contribution to the Board to offset operating and capital costs of the pool facility. (40%)
3. Demonstrated knowledge of legal/health requirements for municipal/public pools, including those required by Board policy (attached), Borough of Rutherford code/ordinance, as well as the requirements of the County of Bergen (New Jersey) and the State of New Jersey. (10%)
4. Demonstrated knowledge of best practices and industry standards related to pool operations, including programming. This may include air and water temperature control for various programs, chemical management, licensing, occupancy and enrollment standards, chief pool officer, lifeguard and other staffing requirements, as well as any other practices and standards that are indicative of a successful and high-quality pool management and program services organization. (10%)

5. Experience with pools of a similar size (25 meter, six-lane indoor) to the pool at Rutherford High School as well as experience with swim programs, such as swim teams, swim lessons, open swims, etc. (5%)

Applicants should be aware of the following:

1. The pool is located in the Rutherford High School (RHS) building (56 Elliott Place, Rutherford, New Jersey) and has a separate entrance from the school. Parking for employees and swimmers is on-street and on a first-come, first-served basis.
2. The pool facility shares locker room space with the school's physical education program and there are times, at the beginning and end of physical education class periods during the school day, that the locker rooms will be off-limits to participants in the Contractor's swim program, for a period of five to ten minutes each.
3. The school district does not currently have any swim requirements or electives in its curriculum or planned, at any grade level, but the Board reserves the right to reestablish an educational swim program as it sees fit, as either a course requirement, elective or extra-curricular activity.
4. RHS currently supports a high school swim team which will have sole use of the pool from approximately November 15 through February 15, from approximately 3:00 pm through 6:00 pm on school days and from approximately 8:00 am through 10:00 am on Saturdays.
5. The pool is open approximately 50 weeks per year, closing only for maintenance for two consecutive weeks in August/September. Hours are typically 7:00 am through 10:00 pm. The successful applicant will have full access to the pool for those hours, except as noted above.
6. As documented in the report of capital needs incorporated by reference, the pool facility is in need of numerous upgrades of varying degrees of significance. The Board reserves the right to close the pool facility for extended periods of time as needed to make the necessary upgrades. The Consultant will be advised of any such closures in advance.
7. It is anticipated that the market for the Contractor's swim program services will be the public in the southern Bergen County (NJ) area, and the Contractor should consider giving preference in terms of pricing and services provided to residents of the Borough of Rutherford.
8. If an applicant believes a tour of the pool facility is necessary prior to submitting a proposal, they should contact the district's Business Administrator at (201) 939-1718 no later than Friday, May 31, 2019.

Prior to awarding the final management Agreement, the Rutherford Board of Education will evaluate each proposal received and schedule interviews (if necessary) with a review committee to ensure that the contractor ultimately selected will meet the Board's requirements and expectations.

### 3. INSTRUCTIONS TO APPLICANTS.

#### 3.1

A. Management Agreement. The Contractor will enter into a written management Agreement (the "Agreement") with the Rutherford Board of Education incorporating the terms and conditions set forth herein.

B. Proposal Submissions. The Proposal must be signed, sealed, and marked "RHS Pool" and delivered to the Rutherford Board of Education, Attn: Business Administrator/Board Secretary, 176 Park Avenue, Rutherford, New Jersey 07070, no later than 2:00 p.m. on Tuesday, June 11, 2019.

C. Proposal Forms. Proposals must include all information required by this Request for Proposals pertaining to equipment, personnel, references, past experience, insurance, mandated disclosures, etc. Failure to do so could result in the disqualification of the proposal. Some proposal forms are provided.

3.2 Applicant's Declaration. The Contractor will not be permitted to use to its advantage, any omission or error in the Request for Proposals, the specifications, requirements, or the Agreement documents, and the Board reserves the right to issue new instructions for such error or omission. All Contractors submitting Proposals must submit the Applicant's Declaration (the "Applicant's Declaration"), which is part of the Proposal Form, a copy of which is attached. The "Applicant's Declaration" states that he/she has examined the information and conditions surrounding the operation and management of an aquatic facility contemplated by the Proposal, and is proficient in the requirements as to equipment, supplies and labor of such undertaking; and that he/she has carefully prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the proposals.

3.3 Addenda to Request for Proposals. If the Contractor has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, the Contractor shall request that an interpretation be made in an Addendum issued by the Board which shall be made available to all Contractors pursuant to this Request for Proposals. Failure to have requested an Addendum governing any such question shall not relieve the applicant from delivery in accordance with the intent of the specifications. All questions regarding this specification shall be directed to Joseph Kelly, Business Administrator/Board Secretary, at (201) 939-1718, at least one week prior to proposal submission date.

3.4 Right to Reject Proposals. The Board reserves the right to reject any or all Proposals and to waive any informalities or minor irregularities in the Proposal and to accept the Proposal that, in the sole judgment of the Board, will be in the best interest and/or most advantageous to the Board and the community to be served by the Agreement.

3.5 Written Statement. The proposing contractor's proposal package shall include a written statement documenting (a) its experience in operating municipal/public aquatic facilities, both operationally and programmatically, (b) its depth of organization and ability to respond to all anticipated needs of the facility, (c) financial and operational resources available to it to

ensure ongoing success in managing the operations and programs of the facility, (d) a summary of its plans to provide community programs, (e) pro forma financial information as detailed above, (f) its understanding of the market for such programs in and around the southern Bergen County, New Jersey geographic area and (g) any other information that the Board should consider in evaluating the proposal and the ability of the proposing contractor to provide a successful pool operations and program service.

#### **4. GENERAL CONDITIONS.**

4.1 Exclusive Management Agreement. It is the desire of the Board to award an exclusive Agreement to one Contractor for the right to manage and operate the facility, including providing swimming programs. The Agreement will be valid for the September 1, 2019 – August 31, 2024 period. The Board reserves the right to terminate the Agreement for any reason with a 30-day written notice.

The Board also reserves the right to cancel any part or all of the Agreement for Contractor's failure to follow the terms of the Agreement. The Contractor shall be required to meet all licensing, Health and Safety standards and other regulations set forth by Rutherford Board of Education policy, Borough of Rutherford code or ordinance, as well as those of Bergen County and the state of New Jersey.

4.2 Proposal Contents. No Agreement will be awarded to any Contractor who, as determined by the Board, has an unsatisfactory performance record or experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications of this Request for Proposals and the Agreement. Each applicant must submit as a part of its Proposal, a written statement covering the following points:

A. Number of employees who will render services to the Board, and number of employees to be used at the aquatic facility listing the specific responsibilities of each.

B. Previous experience in operating and managing an aquatic facility. Applicants should have at least five (5) consecutive years of experience in pool management and program services.

C. It may be to the applicant's advantage to briefly state any additional information it believes to be pertinent to the evaluation of its Proposal.

#### **5. BASIC SERVICES.**

5.1 Schedule and Operation of Pool. Contractor shall provide for the operation of the pool from September 1, 2019 through August 31, 2024, noting the following:

- A. The pool is closed for a two-week period in August/September each year, at which time the pool, deck, related equipment (including pumps, heat exchangers, chemical feeder, etc.), fixtures and facilities will be subject to annual required maintenance and cleaning. It is expected that the Contractor will be responsible for these services, as well as the deactivation and preparation of the facility for these services, and the reactivation of the pool for resumption of services following completion of the services. It is further expected that these activities will be done in accordance with industry standards and then-current best practices.

- B. It is expected that the Contractor will provide chemicals, first aid other supplies and salaries necessary to successfully run a municipal/public pool and swimming programs.
- C. The Board will provide custodial supplies and services for the locker rooms, showers and toilet facilities adjacent to the pool and the hallway connecting the pool deck and the locker rooms.
- D. It is expected that the Contractor will provide custodial supplies and services relative to the pool, pool deck and its on-site office space.
- E. The Contractor will provide a monthly written report on the business of the pool operations and programs (financial and otherwise), and issues arisen since the previous monthly report. A report is to be provided more frequently in the event of matters of significance (e.g., public safety and health matters).

5.2 Maintenance and Replacement of Board Owned Equipment. The Contractor shall perform minor adjustments and maintenance to the Board-owned, pool-specific equipment as part of the Agreement, provided that the Board shall pay for the cost of parts and materials upon prior approval of the Board. Going forward, the needed replacement of equipment shall be done in conjunction with the findings of the capital needs report (incorporated by reference), with responsibility for those replacements to be allocated in the manner negotiated as part of the Agreement, with consideration for the Contractor's proposal as it pertains to the capital needs. Contractor will try to prevent losses and damages to Board owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to the Director of Buildings & Grounds.

5.3 Staffing/Personnel. The Contractor shall recruit, hire, conduct criminal and background checks (consistent with criminal history checks required for school employees), adequately train and furnish sufficient personnel for the operation of a safe and sanitary Facility. All lifeguards will hold a minimum qualification of an advance lifeguard and preferably be at least 17 years of age (credentials of certifying organization to be incorporated into the Agreement). Said personnel will be furnished in a manner to operate the Facility in the safest manner possible and in the best interest of the Board. All personnel employed by the Contractor in the performance of its Agreement for the operation of the Facility shall be considered employees of the Contractor and not of the Board. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The Board shall have the right to request replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the Board, and the Contractor agrees to make such replacement within seven (7) days. The Contractor shall give Rutherford residents and Rutherford High School students first priority when hiring for all positions.

## **6. PAYMENT.**

6.1 Determination of Payment. Applicants shall submit a pro forma income statement, detailing projected revenues by program (including proposed registration fees), projected costs (direct and indirect), projected net income (loss), as well as a projection of revenue- and/or profit-sharing with the Board. Proposals should indicate timing of such payments.

Applicants should also submit a statement indicating if and how the proposed program will

contribute to the capital needs of the pool facility.

6.2 Renewal Option. Upon expiration of the Agreement, the Board shall have the option to renew the Agreement, for subsequent one- to five-year periods at a time, subject to negotiation between the Board and the Contractor.

## **7. INSURANCE.**

7.1 General. The Contractor shall procure and maintain, for the duration of the management Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the Contractor's performance of the work described hereunder or by Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 7, and such insurance has been approved by the Board. The Contractor shall not permit any sub-contractor or employee to commence work in relation to the Agreement until insurance equivalent of the required of the Contractor has been so obtained and approved by the Board. An original Certificate of Insurance for the company of record must be furnished to the Board and contain the following statement "The Rutherford Board of Education is hereby named as an additional insured during the term of the Agreement". The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in Sections 7.2 through 7.5. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

7.2 Worker's Compensation Insurance. The Contractor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause such subcontractor to provide adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the Board, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Board.

In full compliance with the Workmen's Compensation rules and regulations in effect in the state of New Jersey and Employer's Liability Coverage, the minimum amount of insurance shall be \$1,000,000 per occurrence.

7.3 Comprehensive General Liability Insurance. Contractor shall carry public liability and property damage insurance, which shall include bodily injury and accidental death to any person. The policy will include protection for and subject at the minimum limits set forth below:

### General Liability

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations

\$2,000,000 Personal and Advertising Injury

\$2,000,000 Each Occurrence Limit

\$100,000 Fire Damage Limit

\$10,000 Medical Expense Limit

The policy shall include protection for the following hazards:

(A) Premises and Operation

(B) Independent Contractor's Coverage

(C) Products and Completed Operations Liability Coverage to apply one year beyond completion and acceptance of the work specified by this management Agreement

(D) Personal Injury Liability

(E) Broad Form Property Damage

(F) Contractual Liability

7.4 Comprehensive Automobile Liability Insurance. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:

Automobile Liability

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

Workmen's Compensation-Statutory

Limit as required by the Worker's Compensation regulations in effect in New Jersey

Employer's Liability

If applicable, \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

All insurance policies shall include a clause to the effect that the policy shall not be canceled or changed unless thirty (30) days prior written notice had been received by the Board and provided further that the notice to the Board must be evidenced by the return receipt of a registered letter. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

7.5 Proof of Insurance. Certificates of Insurance shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer,



evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause referred to in Section 7.4. An original Certificate of Insurance shall be furnished to the Board, clearly specifying the Rutherford Board of Education as an additional insured and the date of issue, prior to commencement of services by the Contractor.

## **8. RUTHERFORD BOARD OF EDUCATION INDEMNIFICATION/IMMUNITY.**

The Agreement shall require that the Contractor covenants and agrees to release the Board from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the Board. Contractor shall further covenant and agree to indemnify and hold the Board harmless from any and all claims, rights or causes of action or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the Board and the Contractor and Contractor shall defend or pay the cost of defense for the Board arising by virtue of any claim or cause of action for damages. Contractor agrees to pay any and all amounts which the Board may be required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the Board. Contractor further agrees to furnish a Certificate of Insurance to the Board in the sum of one Million Dollars (\$1,000,000.00) with certificate designating the Rutherford Board of Education as "Additional Insured A.T. I. M. A." under its terms so as to indemnify the Board from any liability. Contractor has agreed to hold the Board harmless as set forth herein. Nothing herein or in the Agreement executed between the Board and the Contractor shall be construed as a waiver of the Board's governmental or sovereign immunity, nor shall the Board's enforcement of this Agreement or assertion of an affirmative defense be construed as the Board's consent to suit.

## **9. LICENSES AND PERMITS**

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations necessary for the operation of the Facility provided, however, the Contractor shall not be responsible for obtaining a use permit.

## **10. HEALTH AND SAFETY STANDARDS.**

10.1 The Contractor shall meet all Health and Safety Standard regulations set forth by the Rutherford Board of Education Policy, Borough of Rutherford code/ordinances and as well as those of Bergen County, New Jersey and the State of New Jersey. The Facility will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, as well as industry best practices. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.

10.2 The Contractor will be required to participate in a complete aquatic audit review program. The costs to participate in such programs shall be borne by the Contractor.

## **11. CONTRACTOR'S BOOKS AND RECORDS.**

11.1 The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, and staff dialogue of daily occurrences, maintenance information, payroll records, and all necessary data to properly manage the Facility. All daily information, as well as a year-end report is to be provided to the Director of Buildings & Grounds of the Rutherford Board of Education.

## APPLICANT'S DECLARATION

### EXHIBIT "A"

Signature of applicant indicates that he/she has examined the information and conditions associated with the operation of the pool at Rutherford High School and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the proposals.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Applicant's Phone  
Number

(       )

Applicant's Fax  
Number

(       )

Applicant's  
Email

Applicant's Full Mailing  
Address

## STATEMENT OF APPLICANT'S QUALIFICATIONS

### EXHIBIT "B"

(To be submitted by the Applicant with his/her proposal)

All questions must be answered and the data given must be clear and comprehensive. If necessary, question may be answered on separate attached sheets. The Applicant may submit any additional information he/she desires *This Statement must be notarized.*

1. Company

Name: \_\_\_\_\_

Phone (     )  
Number: \_\_\_\_\_

2. Permanent main office  
address:

3. W h e n \_\_\_\_\_

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organized: \_\_\_\_\_

4. If a corporation, where  
incorporated: \_\_\_\_\_

5. Number of years in business: organizations. If not under present firm name, list previous firm names and types of organizations.


6. General character of work performed by your company:

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7. ~~Other~~ experience qualifying you for this project:

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8. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Applicant's Qualifications.

Dated this \_\_\_\_\_ of \_\_\_\_\_ , 2016.

Name of Applicant

\_\_\_\_\_

By:  
Title:\_\_\_\_\_

\_\_\_\_\_

## **DOCUMENTATION REQUIREMENTS**

***To be completed and returned with the proposal form.***

**Contractor Questionnaire/Certification**

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_ PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

**Contractor Certification**

Direct/Indirect Interests

I declare and certify that no member of the Rutherford Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Rutherford Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning contributions to school board members.

I certify that I am not an official or employee of the Rutherford Board of Education.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

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President or Authorized Agent

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**Signature**



***To be completed, signed below and returned with proposal.***

**Rutherford Board of Education**

**Chapter 271  
Political Contribution Disclosure Form  
(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

Business Entity \_\_\_\_\_

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$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.**

<sup>1</sup> 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.

**52:34-25** 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 Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

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

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

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

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

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

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

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

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

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

As used in this section:

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

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

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

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. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 52:34-25**

**County Name:** Bergen  
**State:** Governor, and Legislative Leadership Committees  
**Legislative District #s:** 32, 35, 36, 37, 38, 39, 40

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

**County:** Freeholders County Clerk Sheriff  
County Executive Surrogate

**Fire Districts (Board of Fire Commissioners):** None

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

Allendale Borough	Hasbrouck Heights Borough	Ridgefield Borough
Alpine Borough	Haworth Borough	Ridgefield Park Village
Bergenfield Borough	Hillsdale Borough	Ridgewood Village
Bogota Borough	Ho-Ho-Kus Borough	River Edge Borough
Carlstadt Borough	Leonida Borough	River Vale Township
Cliffside Park Borough	Little Ferry Borough	Rochelle Park Township
Closter Borough	Lodi Borough	Rockleigh Borough
Cresskill Borough	Lyndhurst Township	Rutherford Borough
Demarest Borough	Mahwah Township	Saddle Brook Township
Dumont Borough	Maywood Borough	Saddle River Borough
East Rutherford Borough	Midland Park Borough	South Hackensack Township
Edgewater Borough	Montvale Borough	Teaneck Township
Elmwood Park Borough	Moonachie Borough	Tenafly Borough
Emerson Borough	New Milford Borough	Teterboro Borough
Englewood City	North Arlington Borough	Upper Saddle River Borough
Englewood Cliffs Borough	Northvale Borough	Waldwick Borough
Fair Lawn Borough	Norwood Borough	Wallington Borough
Fairview Borough	Oakland Borough	Washington Township
Fort Lee Borough	Old Tappan Borough	Westwood Borough
Franklin Lakes Borough	Oradell Borough	Woodcliff Lake Borough
Garfield City	Palisades Park Borough	Wood-Ridge Borough
Glen Rock Borough	Paramus Borough	Wyckoff Township
Hackensack City	Park Ridge Borough	
Harrington Park Borough	Ramsey Borough	

Continued on next page

Boards of Education (Members of the Board):

Allendale Borough	Haworth Borough	Ramapo-Indian Hill Regional
Alpine Borough	Hillsdale Borough	Ramsey Borough
Bergenfield Borough	Ho Ho Kus Borough	Ridgefield Borough
Bogota Borough	Leonia Borough	Ridgefield Park Township
Carlstadt Borough	Little Ferry Borough	Ridgewood Village
Carlstadt-East Rutherford	Lodi Borough	River Dell Regional
Cliffside Park Borough	Lyndhurst Township	River Edge Borough
Closter Borough	Mahwah Township	River Vale Township
Cresskill Borough	Maywood Borough	Rochelle Park Township
Demarest Borough	Midland Park Borough	Rockleigh Borough
Dumont Borough	Montvale Borough	Rutherford Borough
East Rutherford Borough	Moonachie Borough	Saddle Brook Township
Edgewater Borough	New Milford Borough	Saddle River Borough
Elmwood Park	North Arlington Borough	South Hackensack Township
Emerson Borough	Northern Highlands Regional	Teaneck Township
Englewood Cliffs Borough	Northern Valley Regional	Tenaflly Borough
Fair Lawn Borough	Northvale Borough	Teterboro Borough
Fairview Borough	Norwood Borough	Upper Saddle River Borough
Fort Lee Borough	Oakland Borough	Waldwick Borough
Franklin Lakes Borough	Old Tappan Borough	Wallington Borough
Garfield City	Oradell Borough	Westwood Regional
Glen Rock Borough	Palisades Park	Wood Ridge Borough
Hackensack City	Paramus Borough	Woodcliff Lake Borough
Harrington Park Borough	Park Ridge Borough	Wyckoff Township
Hasbrouck Heights Borough	Pascack Valley Regional	

***To be completed, signed below and returned with proposal.***

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

**Pool Management and Program Services for the Rutherford Board of Education**

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_ PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

**References – Work previously done for School Systems in New Jersey**

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

**Vendor Certification**

**Direct/Indirect Interests**

I declare and certify that no member of the Rutherford Borough Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Board of Education.

**Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
**President or Authorized Agent (Print)**

\_\_\_\_\_  
**SIGNATURE**

**To be completed, signed below and returned with proposal.**

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offoror:

**PART 1: CERTIFICATION**

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

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name

Relationship to Bidder/Offoror

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offoror Contact Name

Contact Phone Number

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print):

Signature:

**Do Not Enter PIN as a Signature**

Title:

Date:



***To be completed, signed below and returned with proposal.***

**NON-COLLUSION AFFIDAVIT**

**Pool Management and Program Services for the Rutherford Board of Education**

Re: Proposal for the Board of Education.

Proposal Date

STATE OF \_\_\_\_\_)

:ss:

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm/company of \_\_\_\_\_

and the Respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this Proposal with any potential Respondents, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named Proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Proposal.

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

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

Print name of Notary \_\_\_\_\_

Signature of Notary \_\_\_\_\_

My commission expires \_\_\_\_\_, \_\_\_\_\_ - Seal -  
Month Day Year

## RESPONDENT'S COMMENT FORM

### Pool Management and Program Services for the Rutherford Board of Education

This form is for Respondent's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the Proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like. The Proposal provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done at the Pre-Proposal meeting, or in writing to the Architect through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the Proposal date will not be able to be answered.

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Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

***To be completed, signed below and returned with proposal.***

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

**Pool Management and Program Services for the Rutherford Board of Education**

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

Please check one type of Ownership, complete the form, and execute where provided.

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Corporation--</u>         | <input type="checkbox"/> <u>Limited Partnership--</u>           |
| <input type="checkbox"/> <u>Partnership--</u>         | <input type="checkbox"/> <u>Limited Liability Company--</u>     |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Other-</u>                          |

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID/PROPOSAL.** In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

**Name of Company** \_\_\_\_\_

***List of Owners with Ten Percent (10%) or More Interest***

<u>Owner's Name</u>	<u>Home Address</u>

**NOTE:** If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

This form shall be completed, signed and submitted with the bid/proposal. The form continues on the next page.

## **STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont.)**

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, \_\_\_\_\_, is organized

Names of Principals

Title

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Authorized Agent\_\_\_\_\_Title \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED AGENT**

This form shall be completed, signed and submitted with the bid/proposal.

**THIS SHEET MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.**

***To be completed, signed below and returned with proposal.***

### AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Certificate of Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

***If yes***, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

***If yes***, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

[www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)

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

Department of Treasury  
Division of Public Contracts/EEO Compliance  
P.O. Box 209  
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: \_\_\_\_\_

**Signature** \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**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. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

**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](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY   STATE   ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY   STATE   ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY   COUNTY   STATE   ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE   ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From:   To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY   STATE   ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)



## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury  
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206, Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

# POLICY

## Rutherford Board of Education

### 7517- POOL POLICY

The following rules and regulations are for the protection and benefit of all patrons using the pool and locker areas. They have been established to assure a safe and sanitary environment for the participating public.

1. The pool director, lifeguards, and attendants are authorized to enforce all rules and regulations. Failure to obey rules may mean a suspension or forfeiting of pool privileges.

One Whistle

Look up and listen

Three Whistles

Exit water immediately

2. All bathers must shower before entering the pool and must wear proper bathing attire. Bathing caps must be worn by swimmers with long hair. Cut-offs are not permitted. Patrons supply their own soap and towels.
3. Any person showing evidence of skin disease, sore or inflamed eyes, cold, nasal or ear discharges, or any communicable disease shall be refused admission. Upon written medical advice, certain exceptions may be made through the pool director.
4. Eye glasses are not to be worn in the pool; goggles may be worn for swimming. Exceptions to this rule because of medical reasons must be in writing and given to the pool director.
5. Bathers with excessive sunburn, open blisters, cuts or bandages will not be admitted to the pool area.
6. No glass containers are allowed in the pool or locker areas.
7. Expecting in the pool is prohibited.
8. No food, drink (alcoholic or non-alcoholic), gum, candy, or tobacco are allowed at any time in the pool facility.
9. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.
10. Use of profanity or sexually inappropriate conduct is prohibited.
11. No dogs, except seeing eye dogs, or other animals shall be allowed in the pool, dressing rooms, or other parts of the enclosure.
12. Bathing shall be prohibited during an electrical storm.

13. No running, wrestling, pushing or causing an undue disturbance in or out of the pool area will be allowed.
14. No diving in the shallow area of the pool (3 feet to 5 feet) as noted by the deck markings. Children who are non-swimmers must be accompanied in the water by an adult at all times.
15. Personal conduct in the pool and locker room must be such that the safety of self and other patrons is not jeopardized.
16. The pool will not be responsible for the loss or damage to personal property. No valuables should be stored in the locker room. Lockers will be available to secure clothing if the patron brings his or her own lock (which must be removed at the end of the day's swim). The pool management assumes no responsibility for personal property lost while a patron is using the facility.
17. No diving over or through any lap lane set up for lap swimming. These lanes are open for continuous swimming only. Swimmers should stay to the right.
18. Sitting or standing on the gutters is prohibited.
19. Entrance and exit to the locker room and pool are through the doors located in the rear of the building by the high school field. The summer entrance is located on Elliott Place.
20. Park and discharge passengers on the street. Parking on the school grounds is not permitted. Failure to obey this rule may mean a suspension or forfeiting of pool privileges.
21. Since the deck space is limited, spectators will not be permitted in the pool area unless prior arrangements have been made, as when a special event is held.
22. The Board of Education and pool management reserve the right to restrict membership and, where the patron's conduct adversely affects the safety and well-being of other patrons or interferes with the use of the facilities by other patrons, to revoke a patron's pool privileges.
23. Whenever additional rules are deemed advisable for the proper conduct at the pool and the protection of its patrons, the management is authorized to issue and put into effect such rules, either printed or verbal.

Adopted: 26 June 2017