

**ATLANTIC COMMUNITY CHARTER SCHOOL  
GALLOWAY, NEW JERSEY 08205**

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**Request for Proposals (RFP)**



**Proposal Specifications & General Requirements**

**Clinical Services**

Proposal No. RFP 2024-01

**Friday, September 8, 2023**

Proposal Opening Date

**12:00 Noon**

Proposal Opening Time

**Glenn Richardson**

School Business Administrator/Board Secretary

**Federal Funds**

**Federal Funds**

# **ATLANTIC COMMUNITY CHARTER SCHOOL GALLOWAY, NEW JERSEY 08205**

## **Request for Proposals (RFP) Legal Advertisement**

The Atlantic Community Charter School solicits proposals through the Request for Proposal (RFP) process in accordance with New Jersey Public School Contracts Law and Federal Code 2 CFR 200.320 (b) (2).

**PROPOSAL NO. RFP 2024-01      CLINICAL SERVICES**

All necessary proposal specifications and proposal forms may be secured upon written request to:

**Glenn Richardson**

School Business Administrator/Board Secretary  
Atlantic Community Charter School  
112 S New York Road  
Galloway, New Jersey 08205  
Email: [grichardson@atlanticcommunitycharter.com](mailto:grichardson@atlanticcommunitycharter.com)

Proposals must be sealed and delivered to the Office of the School Business Administrator/ Board Secretary of Atlantic Community Charter School, **on or before** the date and time indicated below. The envelope is to bear the following information:

Title: **Clinical Services**  
Proposal No.: **RFP 2024-01**  
Name and Address of the Respondent  
Proposal Due Date: **Friday, September 8, 2023**  
Proposal Opening Time: **12:00 Noon**

Location of Proposal Opening:

ATLANTIC COMMUNITY CHARTER SCHOOL  
112 S New York Road  
Galloway, New Jersey 08205

The proposal opening process will begin on the above date and time at the Atlantic Community Charter School, 112 S New York Road, Galloway, New Jersey 08205. Proposals may also be submitted to the School Business Administrator/Board Secretary or his designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. Proposals that are submitted are to be sealed. Proposals must be submitted in duplicate on the submittal forms as provided and in the manner designated.

The Board requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted. Failure to properly label the proposal envelope may lead to the rejection of the proposal. The Board does not accept electronic (e-mail) submissions of bids or proposals. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.

**No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).**

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders/respondents shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

The Board reserves the right to reject any non-responsive proposals or all proposals, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

**PUBLIC NOTICE: PROCURING GOODS AND SERVICES FINANCED WITH FEDERAL FUNDS**

The Atlantic Community Charter School hereby provides public notice that Federal funds will be used to procure the goods/services as outlined in the bid specifications. The percentage of the cost of the goods/services are outlined below:

<b>Federal Program</b>	<b>Percentage of the Total Cost of Bid</b>
Bipartisan Safer Communities Act – Stronger Connections	100%

**CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS**

As a requirement for submission of the proposal, all respondents are to read the Certifications Section for Federal Contract Requirements, found at the end of the RFP package. Respondents shall be responsible for the completion, execution, and submission of all required certification documents.

**GLENN RICHARDSON**  
**School Business Administrator/Board Secretary**

# **ATLANTIC COMMUNITY CHARTER SCHOOL GALLOWAY, NEW JERSEY 08205**

## **CHARTER SCHOOLS—LEGAL AUTHORITY**

A charter school pursuant to N.J.S.A. 18A:36A-1 et seq., is considered a public school in New Jersey which is governed by a Board of Trustees. For this proposal, the terms Board of Trustees and Board of Education are used interchangeably as well as a school district and charter school.

- **Approval to Make Contracts—N.J.S.A. 18A:36A-6 (e)**  
Charter schools have the authority to make contracts for procuring goods and services.
- **Subject to Fiscal Accountability Regulations—N.J.A.C. 6A:11-4.13**  
Charter schools are subject to the Fiscal Accountability Regulations—N.J.A.C. 6A:23A-1 et seq.
- **Subject to Public School Contracts Law—N.J.A.C. 6A:23A-22.5**  
Charter schools are subject to the provisions of the Public School Contracts Law—N.J.S.A. 18A:18A-1 et seq.

**GLENN RICHARDSON**  
**School Business Administrator/Board Secretary**

## **STANDARDS OF CONDUCT; CONFLICTS OF INTERESTS ETHICS IN PURCHASING**

The Atlantic Community Charter School, pursuant to **Federal Regulation 2 CFR 200.318 (c) (1)**, hereby establishes the following *Standard of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

### **Conflict of Interest**

No employee, officer, or agent of the Board of Education may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

### **Financial Interest; Involvement in Contracts**

No person officially connected or employed with, the Board of Education shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

### **Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors**

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**Disciplinary Actions for Violations of Standards**

Officers, employees and agents of the Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

**Debarred and Suspended Vendors—2 CFR Appendix II Section (H)**

The District notifies all vendors and contractors that a contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). Debarment and Suspension. (Ref. 2 CFR 200.212).

The Standard of Conduct; Conflict of Interest policy and procedures pertains to all purchases made by the district when using Federal Funds.

**Disclosure of Fraudulent Activities**

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, 2 CFR 200.113. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education and the New Jersey Department of Education.

The Standard of Conduct; Conflict of Interest policy and procedures pertains to all purchases made by the District when using Federal Funds.

# ATLANTIC COMMUNITY CHARTER SCHOOL

## PROPOSAL CHECKLIST

### A. Documents to be Returned with Proposal

1. Acknowledgment of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
6. Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)—Not Required!
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership
10. Federal Contract Provisions Certifications

The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

### B. Reminder Checklist

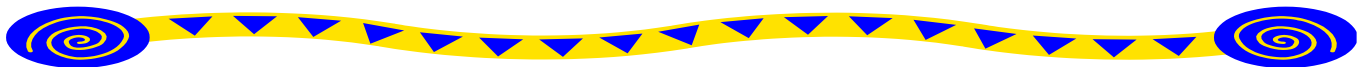
As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Proposal package for your records?		
6. Did you submit a Proposal Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 8 Item #2)		
8. Have you allowed ample time for the Proposal to reach the Business Office?		



# **Request for Proposal (RFP)**

## **GENERAL SPECIFICATIONS**



**Glenn Richardson**  
School Business Administrator/Board Secretary



# ATLANTIC COMMUNITY CHARTER SCHOOL

## REQUEST FOR PROPOSALS (RFP)

### Clinical Services

#### PROPOSALS ARE TO BE SUBMITTED TO:

**Glenn Richardson**  
School Business Administrator/Board Secretary  
Atlantic Community Charter School  
112 S New York Road  
Galloway, New Jersey 08205

BY: 12:00 Noon PREVAILING TIME

ON: Friday, September 8, 2023

The proposals may be delivered by mail, delivery service or in person. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed and the contents announced at the proposal opening meeting.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Clinical Services** on the front of the envelope/package. Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

#### Envelope Label Information

All respondents are to clearly label the cover of the sealed envelope as follows:

Title:	Clinical Services
RFP Number	RFP 2024-01
Name and Address Respondent	
RFP Due Date:	Friday, September 8, 2023
RFP Deadline Time:	12:00 Noon

#### Purpose

The Board of Trustees is soliciting requests for proposals (RFPs) for the purpose of entering into a contract for **Clinical Services**.

## 1. AFFIRMATIVE ACTION REQUIREMENTS

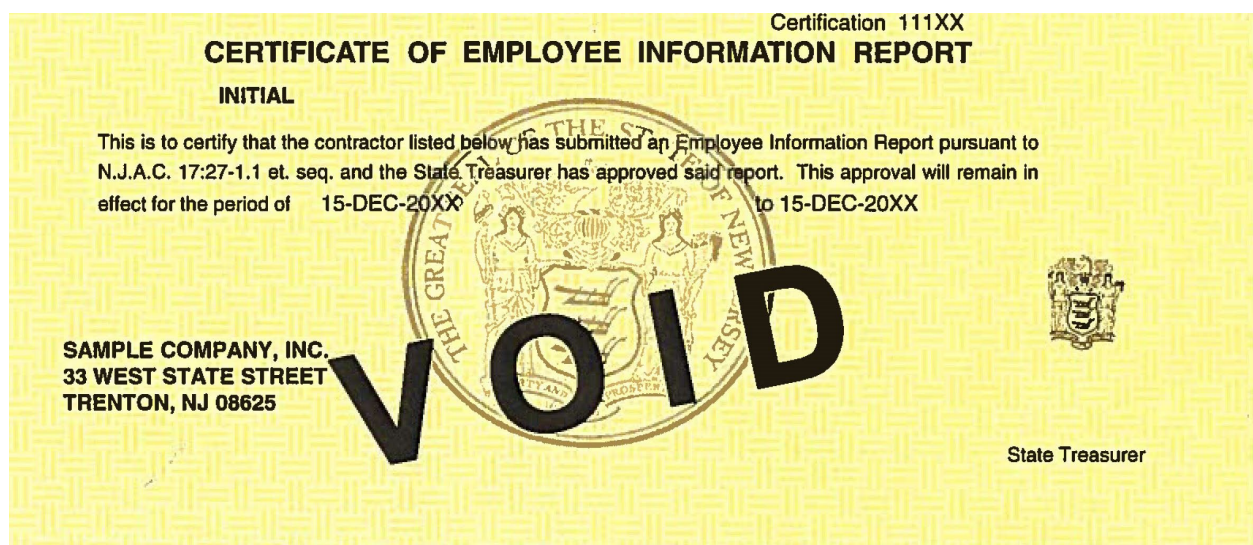
Each company shall submit to the **Atlantic Community Charter School**, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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

### Sample Certificate of Employee Information Report



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

## **2. AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 5121 01 et seq.

## **3. AMERICAN GOODS (N.J.S.A. 18A:18A-20)**

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

## **4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE**

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

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

## **5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

#### **6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

Any contract awarded under this process shall be made by resolution of the Board of Trustees. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

#### **7. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44, the board is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All bidders or companies providing responses for requested proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

**The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.**

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- 3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

**N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

**Sample Business Registration Certificates**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:  
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:  
970-097-382/500

SEQUENCE NUMBER:  
0107330

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

ISSUANCE DATE:  
07/14/04

EFFECTIVE DATE:  
01/01/01

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

## **8. CHALLENGES TO SPECIFICATIONS; RFP PROTEST N.J.S.A. 18A:18A-15; 2 CFR 200.318 (k)**

Any prospective respondent who wishes to challenge an RFP specification shall file such challenge in writing with the School Business Administrator/Board Secretary/Board Secretary no less than three (3) business days prior to the opening of RFP responses. Challenges filed after that time shall be considered void and have no impact on the school or the award of a contract. All RFP award protests shall be filed with the School Business Administrator/Board Secretary/Board Secretary prior to the award of the contract.

## **9. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

Contractors/vendors doing business with the board are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Trustees upon request.

- **Federal Contracts**

Contractors and vendors having federal contracts for School Food Authority shall provide access to their records to duly authorized representatives of the district, New Jersey Department of Agriculture and the United States Department of Agriculture, when applicable.



## **10. COORDINATION OF ACTIVITIES**

The School Business Administrator/Board Secretary will coordinate the procurement activities for this proposal.

## **11. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION**

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

## **12. DEBARMENT, SUSPENSION, DISQUALIFICATION N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq. 2 CFR Appendix II, Section (H); 2 CFR 200.318 (h)**

The Board will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to submit a sworn statement indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

## **13. DOCUMENTS, MISSING/ILLEGIBLE**

The respondent shall familiarize himself with all forms\* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

#### **14. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

##### **\*Forms provided by the Board of Education**

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Statement of Ownership
- Federal Certifications

\*Please check your RFP package for these forms!

#### **15. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

#### **16. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97 (b)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondents should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.



- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

### **17. FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

### **18. GENERAL CONDITIONS**

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

It is the intention of the Board of Trustees to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

- **Contracts**

Upon notification of the award of the contract by the Board of Trustees, the successful vendor shall sign and execute a formal agreement between the Board and the vendor.

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Trustees, an approved and signed Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Trustees with any financial security becoming the property of the Board of Trustees. The Board of Trustees reserves the right to accept the proposal of the next lowest responsible respondent.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

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

**The contract for clinical services is considered to be a professional services contract and cannot be renewed.**

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

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Deadline for Submitting Proposals**

All proposals shall be addressed to:

**Glenn Richardson**  
School Business Administrator/Board Secretary  
Atlantic Community Charter School  
112 S New York Road  
Galloway, New Jersey 08205

All proposals are to be received by the Board of Education no later than

Friday, September 8, 2023  
12:00 Noon

Proposals received after the date and time noted shall not be accepted or considered.

Number of Copies to be Submitted -- One (1) Original; One (1) Copy

The Board requires one (1) original proposal and one (1) copy to be submitted at the proposal date and time. Other instructions on submission may be found in the technical specifications.

## **19. INSURANCE AND INDEMNIFICATION REQUIRED**

When required by the Board, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

### **Other Insurance Coverage**

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

When required, the vendor/contractor must present to the Board an insurance certificate in the above types and amounts before any work or service begins. The certificate holder shall be as follows:

**Atlantic Community Charter School**  
c/o School Business Administrator/Board Secretary  
112 S New York Road  
Galloway, New Jersey 08205

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“Atlantic Community Charter School, it’s management company, CSMI, LLC, as well as their officers, directors, employees and agents are named as additional insureds with waiver of subrogation where applicable by New Jersey law. Coverage is primary and non-contributory”

### **Workers Compensation**

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available to the Board. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

**Indemnification**

The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board, its management company, CSMI, LLC, and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort of incident to the work, including property damage caused by him or his workers or by any subcontractor employed by him or any of the subcontractor's workers.

**20. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date, and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. Attendance at the Pre-Proposal Conference is strongly recommended. Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package.

Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received by September 1, 2023, to be given consideration.

Any and all interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail, certified fax or email no later than September 6, 2023. All addenda so issued shall become part of the contract document.

## **21. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM      N.J.S.A. 18A:18A-49.4**

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

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

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

**The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract.**

## **22. LIABILITY – COPYRIGHT**

The contractor (vendor) shall hold and save the Charter School, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

## **23. NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the RFP and that all statements contained in said Proposal and 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 bid.

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

The Atlantic Community Charter School has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

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

#### **24. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days and in accordance with N.J.S.A. 18A:18A-10.1, provided the Charter School receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Trustees unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board at a public meeting. Payment may be delayed from time to time depending on the Board of Trustees meeting schedule.

#### **25. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

- Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

- Chapter 271 Political Contribution Disclosure Form

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

## **26. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**

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

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

## **27. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

## **28. PRESENTATION AND INTERVIEWS**

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

## **29. PRE-SUBMISSION OF PROPOSAL MEETING**

**NONE SCHEDULED**

## **30. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Charter School will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

## **31. RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health  
Workplace, Health and Safety  
Right to Know Unit  
CN 368  
Trenton, New Jersey 08625-0368



### **32. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

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

### **33. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractors, service providers, and all vendors with whom the Board of Trustees has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or services for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

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

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Trustees.

In cases of subcontracting, the Board of Trustees shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Trustees shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

### **34. TAXES**

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

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

### **35. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

### **36. WITHDRAWAL OF PROPOSALS**

- **Before The Proposal Opening**

The School Business Administrator/Board Secretary may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator/Board Secretary to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

- **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator/Board Secretary, and the Board Attorney and a recommendation will be made to the Board of Trustees. If the Board of Trustees grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Trustees.

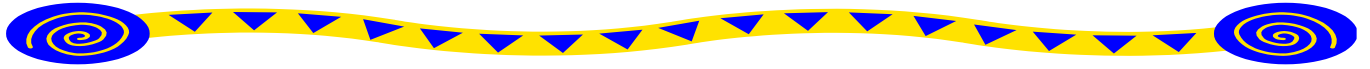
### **Public Notice: Procuring Goods and Services Financed with Federal Funds**

The Atlantic Community Charter School I hereby provides public notice that Federal funds will be used to procure the goods/services as outlined in the proposal specifications.

<b>Federal Program</b>	<b>Percentage of the Total Cost of Bid</b>
Bipartisan Safer Communities Act – Stronger Connections	100%

#### **CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS**

As a requirement for submission of the proposal, all respondents are to read the CERTIFICATIONS Section for FEDERAL CONTRACT REQUIREMENTS, found at the end of the proposal response package. Respondents shall be responsible for the completion, execution, and submission of all required CERTIFICATION documents.



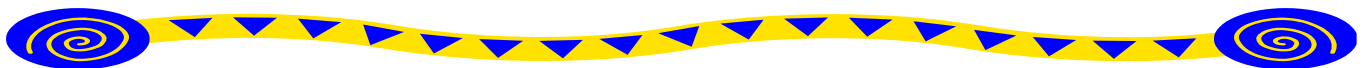
# **Request for Proposal (RFP)**

## **PROPOSAL DOCUMENTS**

### **AND**

## **REQUIRED DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



**Glenn Richardson**  
School Business Administrator/Board Secretary

**To be completed, signed and returned with Proposal**

**ACKNOWLEDGEMENT OF ADDENDA**

**Proposal Number**      **RFP 2024-01**

**Proposal Date: Friday, September 8, 2023**

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

**ADDENDA NO.**

**ISSUING DATES**

_____
_____
_____
_____

_____
_____
_____
_____

☐ **NO ADDENDA RECEIVED**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

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

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

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

## To be completed, signed and returned with Proposal

### AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **RFP 2024-01**

Proposal Date: **Friday, September 8, 2023**

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

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 an 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:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance/state.nj.us)

Click on "AA 302 Employee Information Report"  
Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302.

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

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

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

Signature \_\_\_\_\_

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

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

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

## **To be completed, signed and returned with Proposal**

### **ASSURANCE OF COMPLIANCE**

#### **Contact with Students**

There may be times during the performance of this contract, when a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below-listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

#### **Anti-Bullying Reporting--Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

#### **Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement**

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

#### **Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

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

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

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

**To be completed, signed and returned with Proposal**

**ATLANTIC COMMUNITY CHARTER SCHOOL**

**Chapter 271**

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

**(Contracts that Exceed \$17,500.00)**

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

CC No. 2024-01



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<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.

**To be completed, signed, and returned with Proposal**

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

Proposal Number **RFP 2024-01**

Proposal Date: **Friday, September 8, 2023**

**Clinical Services**

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_  
FEIN No. \_\_\_\_\_  
DUNS Code (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

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

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

**Vendor Certification**

**Direct/Indirect Interests**

I declare and certify that no member of the Atlantic Community Charter School, 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 things 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.

**Debarment**

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

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**

**ATLANTIC COMMUNITY CHARTER SCHOOL**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_  
**VENDOR/BIDDER NAME** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) 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. If I do so, I will be subject to criminal prosecution under the law, and 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.

\_\_\_\_\_  
**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 the contract.**

**To be completed, signed, and returned with Proposal**

**NON-COLLUSION AFFIDAVIT**

**Clinical Services**

CC No. 2024-01

Proposal Date: Friday, September 8, 2023

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 \_\_\_\_\_  
Position in Company Name of Company

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 bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Trustees 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

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
Print Name of Notary Public

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

SEAL

STAMP

**To be completed, signed and returned with Proposal**

**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 represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II** Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every 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 **Atlantic Community Charter School** 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.

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

**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.**

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

**The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.**

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 management company, CSMI, LLC, 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 management company, CSMI, LLC, 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.

To All Respondents

**REMINDER!**

Did you sign all of the documents?

All proposal documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

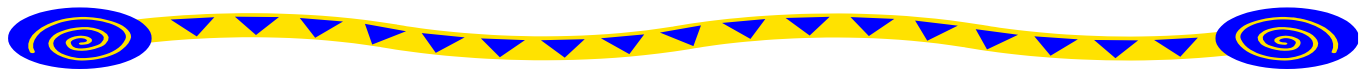
The Board will not accept facsimile, rubber stamp, electronic or digital signatures.

Failure to sign all proposal documents may be cause for disqualification and rejection of the proposal.

**Glenn Richardson**

School Business Administrator/Board Secretary





**FEDERAL CONTRACT  
PROVISIONS**  
**Appendix II to Part 200**

**CERTIFICATIONS**

**Public Works, Goods and Services; Food Services Contracts**

**REVIEW AND SIGN:**

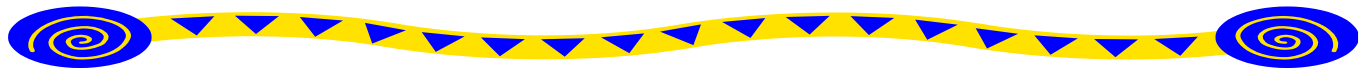
Attachment A

Attachment B

Attachment C

Certification of Non-Debarment

**SUBMIT FORMS WITH BID/PROPOSAL AND CONTRACT DOCUMENTS**



**Glenn Richardson**  
**School Business Administrator/Board Secretary**

## **Federal Contract Requirements/Certifications**

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**, including, but not limited to, the following:

### **Please Note: Food Services Contracts—When Applicable**

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

When applicable, contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts, and the following Federal Regulations:

- |                                 |                 |
|---------------------------------|-----------------|
| • National School Lunch Program | 7 CFR 210.21    |
| • School Breakfast Program      | 7 CFR 220.16    |
| • Special Milk Program          | 7 CFR 215.14(a) |
| • Summer Food Service Program   | 7 CFR 225.17    |
| • Buy American                  | 7 CFR 210.21(d) |

## **Specific Contract Requirements**

The Contractor shall comply with all aspects of the Board's Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.

ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:

**Equal Employment Opportunity** –*If the contract exceeds \$10,000, it shall* contain a provision requiring compliance with E.O. 11246 – Equal Employment Opportunity, as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

*Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

*Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR Appendix II to Part 200 and Other Contract Provisions**

All contractors and vendors submitting proposals for goods and services when Federal Funds are being expended agree to comply with the following contract provisions:

### **Minority Businesses, Women's Businesses and Small Businesses 2 CFR 200.321 (a)**

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses on solicitation lists; (2) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

### **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

### **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Compliance with the Contract Work Hours and Safety Standards Act**

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages

**(3) Withholding for unpaid wages and liquidated damages.** The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act/Clean Water Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor also agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**Byrd Anti-Lobbying Amendment (31 U.S. C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. (See Attachment B to this Addendum). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

**Buy American—7 CFR 210.21 (d) and N.J.S.A. 18A:18A-20; 2 CFR 200.322 Domestic Preferences for Procurements.**

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or “domestic commodity or products” (51% or more), of the United States be used, wherever available for the food services program. This “Buy American” clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.



The Purchasing Agent should to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Debarment and Suspension—2 CFR Appendix II Section (H) (E.O. 12549 and E.O. 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) (See Attachment C to this Addendum)

Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)

The Contractor shall complete and submit a Certification of Non-Debarment for Federal Government Contracts form as provided in this document.

**Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act)**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Political Activities (Hatch Act, 31 USC § 1352)**

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity of any kind or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies. Contractor shall at all times comply with 31 U.S.C. § 1352.

**Energy Efficiency Standards**

The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

**Termination of Contract**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District and its management company, CSMI, LLC, harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

## STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES:

The ATLANTIC COMMUNITY CHARTER SCHOOL pursuant to **Federal Regulation 2 CFR 200.318 (c) (1), N.J.S.A. 18A:18A-1 et seq., and N.J.S.A. 18A:12-21 et seq.**, hereby establishes the following *Standards of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

ALL PROCUREMENTS MUST ENSURE THAT THERE IS OPEN AND FREE COMPETITION AND ADHERE TO THE MOST RESTRICTIVE FEDERAL/STATE/LOCAL REQUIREMENTS.

### **Conflict of Interest**

No employee, officer, or agent of ATLANTIC COMMUNITY CHARTER SCHOOL may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No person officially connected with, or employed in, the ATLANTIC COMMUNITY CHARTER SCHOOL shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

### **Solicitation/Receipt/Acceptance of Gratuities, Favors and Gifts from Contractors**

The officers, employees, and agents of ATLANTIC COMMUNITY CHARTER SCHOOL may neither solicit nor accept gratuities, favors, gifts or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other thing of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (c); 2 CFR 200.318 (c) (1)

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the ATLANTIC COMMUNITY CHARTER SCHOOL, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**Disciplinary Actions for Violations of Standards**

Officers, employees and agents of ATLANTIC COMMUNITY CHARTER SCHOOL who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

**STEVENS AMENDMENT**

The ATLANTIC COMMUNITY CHARTER SCHOOL recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non-government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcement describing the project.

*Complete, Sign & Return*

**ATTACHMENT A**

*Complete, Sign & Return*

**Goals and Timetables for Minorities and Women**

**Construction Projects ONLY**

**Please complete and sign:**

- ☐ **Applicable** – Please provide goals and timetables; complete below  
☐ **Not Applicable** – Check off and complete below

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

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

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

**ATTACHMENT B**  
**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* NAME OF APPLICANT'S ORGANIZATION

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\*Last Name:  Suffix:

\*Title:

\*SIGNATURE:  \*DATE:

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**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Lower Tier Covered Transactions**

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212 , for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.

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**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

This certification shall be completed, certified to, and submitted to the Board of Education with the proposal.

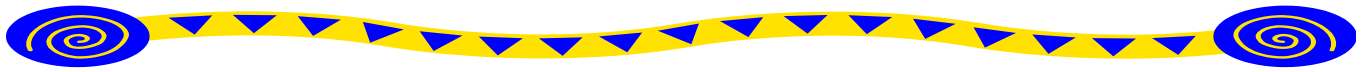
PART I: VENDOR/CONTRACTOR INFORMATION	
Individual, Company/Firm Name	
Address of Individual, Company/Firm	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Trustees</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>Board of Trustees</b> to notify the <b>Board of Trustees</b> 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 <b>Board of Trustees</b>, permitting the <b>Board of Trustees</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Complete, sign and return with contract/proposal.

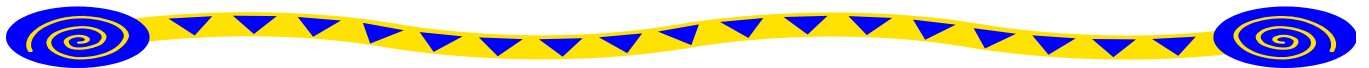


**ATLANTIC COMMUNITY CHARTER SCHOOL**



**Request for Proposal (RFP)**

# **TECHNICAL SPECIFICATIONS**



**Glenn Richardson  
School Business Administrator/Board Secretary**

# ATLANTIC COMMUNITY CHARTER SCHOOL GALLOWAY, NEW JERSEY 08205

## CLINICAL SERVICES

### TECHNICAL SPECIFICATIONS

#### **Intent of Proposal**

The Atlantic Community Charter School (ACCS) located in Galloway Township, NJ is soliciting proposals from qualified service providers to deliver comprehensive clinical services to students in ACCS with intensive emotional and behavioral challenges.

#### **Background of School**

Located in Galloway Township, ACCS enrolled 321 students in grades K-8 during FY 22-23 and anticipates enrollment of 350+ in FY 23-24. Most students (56.4%) live in Atlantic City, with 21.8% from Pleasantville City, 8.7% from Galloway & the rest (with less than 4% each) from Egg Harbor City, Hamilton Township, Egg Harbor Township, Absecon & Northfield.

Almost all students (96%) are from low-income households & from minority groups with 70.1% Black, 22.4% Hispanic, 3.4% Asian & 0.6% Native Americans; 15.9% are in Special education; & 6.9% in English as a Second Language.

#### **School's Goal, Objectives, and Indicators**

The following are specific goals, objectives, and indicators that the school has established to be achieved by providing comprehensive clinical services to approximately 30-40 students in ACCS at any given time with intensive emotional and behavioral challenges.

- **Goal 1: Student attendance improvement**

Objectives and Indicators:

- The school's chronic absence rate will decrease by at least 10% by the end of FY 23-24 and by 20% by the end of FY 24-25.
- Students enrolled in clinical services will minimally exhibit a 10% year-over-year reduction in the number of absences.
- Counts of unexcused and excused absences

- **Goal 2: Decreased removal from instruction for severe disciplinary incidents**

Objectives and Indicators:

- School-wide in-school suspension rates will decrease by 10% in FY 23-24 and another 10% in FY 24-25.
- In-school suspensions (divided by enrollment).
- School-wide out-of-school suspension rates will decrease by 10% in FY 23-24 and another 10% in FY 24-25.
- Out-of-school suspensions (divided by enrollment).
- Students enrolled in clinical services will see their overall suspensions (out-and-in combined) decrease by a minimum of 15% in FY 23-24 and 25% in FY 24-25.
- In-school and out-of-school suspensions

- **Goal 3: Increased student learning**

Objectives and Indicators:

- Students enrolled in clinical services will see a 10% year-over-year increase in Fall-to-Spring scale growth in ELA/Reading on the i-Ready diagnostic assessment.
- Reading scale scores (i-Ready diagnostic): Fall, Winter, Spring
- Students enrolled in clinical services will see a 10% year-over-year increase in Fall-to-Spring scale growth in Math on the i-Ready diagnostic assessment.
- Math scale scores (i-Ready diagnostic): Fall, Winter, Spring

**Scope of Services**

Services providers will deliver services set forth in the Technical Criteria below to meet the school's goal of providing comprehensive clinical services to students in ACCS with intensive emotional and behavioral challenges to meet the goals and objectives listed above.

**Contract Period**

The term of the contract will be on or about October 1, 2023, through June 30, 2024, in accordance with the school calendar.

Clinical services are considered to be professional services and pursuant to N.J.S.A. 18A:18A-42, a professional services contract may not exceed twelve (12) consecutive months. Professional services contracts cannot be renewed or extended.

**Coordination of Activities**

All activities for the procurement of the contract will be coordinated through the office of:

- Mr. Christopher Armstrong, Lead Principal, Chief School Administrator
- Mr. Glenn Richardson, School Business Administrator/Board Secretary

**Federal Funding**

The school provides notice that the funding for this contract is from the federally funded Bipartisan Safer Communities Stronger Connections Grant

### **Presentation Package**

ACCS seeks from all participating respondents information that will assist the school in selecting the respondent who will provide the highest quality services at a fair and competitive price. In this section, the school is asking respondents to respond to the request for proposal (RFP) requirements. The respondent will prepare a presentation package outlining their approach to the scope of services and/or the program requirements. The school will use two (2) authoritative sources for the presentation package:

- NJ State Comptroller—Best Practices for Awarding Services Contracts (2010)
- N.J.A.C. 5:34-4.2.

The State Comptroller recommends that all proposals be judged on the basis of pre-determined, merit-based evaluative criteria, made known to the vendors before proposals are submitted to the school. The recommended criteria are found in N.J.A.C. 5:34-4.2.

- Technical Criteria
- Management Criteria
- Cost Criteria

### **Presentation Package -- (Evaluative Criteria) N.J.A.C. 5:34-4.2**

ACCS seeks from all participating respondents, information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP. All respondents shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include at a minimum the following:

- **TECHNICAL CRITERIA**

#### **Description of Required Services:**

Respondents should describe in detail their approach to providing the services listed below. Respondents shall also provide evidence of how services of the same or substantially similar type were provided to other public schools or charter schools in New Jersey. Respondents shall affirm that they fully understand the scope of service, work, and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

- I. Establishment of a Sustainable Mental Health Continuum
- II. Evidenced-based program to provide a safer school environment. The program must be adaptable for use within racially, ethnically, culturally, and linguistically specific populations.
- III. System to measure progress and fidelity of implementation
- IV. Collection, synthesis, and presentation of data to inform ongoing progress achieved and effectiveness of clinical services rendered.

A Project Abstract must be included. This abstract should be a one-page summary of the respondent's proposed approach, strategies, and outcomes.

- **MANAGEMENT CRITERIA**

**Business Organization**

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address, and other information of the professional/educational firm or individual;
- An organizational chart noting the names of all principals, educators, and staff;
- Names and educational resumes of staff members that will be administering instructional and coaching, and professional development; and
- Other information concerning individuals of the professional firm that would assist the school in the evaluation process.

**Qualifications; Relevant Experience**

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to at least three (3) New Jersey public or charter schools within the last five to ten years.
- Evidence of previously providing services to ACCS will merit strong evaluation consideration;
- Client list—respondent shall provide a current list of all New Jersey public or charter school clients; Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- List of any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years;
- Other information concerning the firm and/or individuals of the firm that would assist the school in the evaluation process, and
- Availability of personnel, facilities, equipment, and other resources to provide the services requested. Evidence of timely delivery of services performed within the budgeted constraint

- **COST CRITERIA—DAILY RATE FEE**

All respondents shall enter fees on the Proposal Pricing Form for the following:

**Daily Rate Fee**

All respondents are to enter on the proposal form, the per diem rate fee for the services they will provide to the school. The school considers the following times to be a daily rate: 8:00 a.m. – 4:00 p.m., or other time frames as mutually agreed upon by the respondent and the school. The respondent's fee schedule shall complement the fee payment type as requested by the school. The fee schedule provided by the respondent shall be a significant part of the evaluation process as conducted by the school and respondents should provide a full detailed analysis of their fee proposal. Any half-day sessions will be considered to be remunerated at one-half (1/2) of the daily rate fee.

The school calendar provides 180 instructional days.

- Financial Disclosure of Respondent

The respondent shall provide a financial disclosure narrative that the firm has sufficient financial resources to meet its obligation. Supporting financial statements, audits and documents are to be submitted with the proposal. The respondent is to list any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years.

- Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The school will not reimburse any vendor for any incidental expenses related to the contract.

- Expenses Not Related to the Contract; School Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The school will procure these services separately.

- Extraordinary expenses

Extraordinary expenses to be incurred by the respondent in the performance of his duties may be brought to the board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately. The school will not pay, nor reimburse for any meals, lodging, or travel expenses

## **EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT**

All responses are to be evaluated on the basis of whose response is the most advantageous to the district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Board of Trustees will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below: Category Value Points

- Technical Criteria: 40 points
- Management Criteria: 30 points
- Cost Criteria: 30 points

*\*The Office of the School Business Administrator will assist in the evaluation of the Cost Criteria of all proposals received.*

It is noted there is a strong emphasis on all respondents meeting or exceeding the requirements under the Technical Criteria Section.

## **Evaluation of Proposals – Chief School Administrator or designated Evaluation Committee**

A committee may be appointed by the Chief School Administrator to assist him in the evaluation of proposals that have been submitted. Committee members shall be familiar with the need for services

to be performed in the request for proposal. Committee members will be identified in the final report submitted to the board and also in the award of contract resolution.

#### **Presentations and Interviews—Negotiations Not Permitted**

The Board of Trustees may at its option, require respondents of its choice to attend interviews and make presentations to school officials as to clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

#### **Award of Contract—Report/Recommendation of Chief School Administrator;**

After the proposals have been evaluated, the Chief School Administrator shall prepare a report, evaluating and recommending the award of the contract.

It is the intention of the Board of Trustees to award the contract, based upon the report and recommendation of the Chief School Administrator, to the respondent whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board, based upon the report of the Chief School Administrator, may award contracts to one or more vendors based on the availability of vendors to provide services and other factors.

#### **Packaging/Submission of Proposal—Form of Submission**

The board requests that all proposals be placed in a sealed package, with one (1) proposal clearly marked “Original Proposal” and one (1) clearly marked “Copy.”

**ATLANTIC COMMUNITY CHARTER SCHOOL  
GALLOWAY, NEW JERSEY 08205**

Form of Proposal

**Clinical Services**

RFP 2024-01

Submission Date: **Friday, September 8, 2023**

I/we hereby submit the following daily pricing for the clinical services as specified:

**Daily Rate Fee**                      \$ \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ Ext. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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