

Camden City Public Schools  
Camden, New Jersey

**Professional Services/EUS**

Proposal Specifications  
&  
General Requirements  
For

**CBOE 01-14: Urban Hope Act – Renaissance School Project**

Proposal Opening Date: January 3, 2014

Proposal Opening Time: 2:00 P.M.

Karen Willis  
Purchasing Agent

**CAMDEN CITY PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS**

## Proposal Advertisement

The Camden City Public Schools of Camden, New Jersey, hereby advertises for proposals in accordance with N.J.S.A. 18A:18A-21(a, b) for the 2013-14 fiscal year.

### **CBOE 01-14: Urban Hope Act – Renaissance Project**

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

Karen Willis, Purchasing Agent  
Business Office, 8th Floor  
201 North Front Street, Camden, NJ 08102  
Email: [kwillis@camden.k12.nj.us](mailto:kwillis@camden.k12.nj.us)

Proposals must be sealed, the envelope to bear the following information:

Title: **CBOE 01-14: Urban Hope Act – Renaissance Project**  
Name and Address of the Organization

Proposals must be delivered to the Business Office of the Camden City Public Schools on or before

Date: January 3, 2014

Time: 2:00 P.M.

The proposal opening process will begin on the above date and time. No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

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

Corporate and partnership organizations are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and an Organization 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 comply with Instructions to Organizations and to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

All organizations shall submit with their proposal package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey (N.J.S.A. 52:32-44) or a statement of their intent to apply for the New Jersey Business Registration Certificate. An organization must have obtained and submitted a New Jersey Business Registration Certificate to the CCPS before the award of a contract can be made.

The CCPS reserves the right to reject any or all proposals and to waive any informality.

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Karen Willis, Purchasing Agent

## Scope of Services

Under the direction of Superintendent Paymon Rouhanifard, Camden is embarking on a strategic effort to improve schools and ensure all students in Camden have access to high quality school options. Camden City Public School (CCPS) currently has 26 schools and serves over 11,500 students. In 2011, less than 20% of Camden students in grades 3-8 scored proficient in language arts literacy – 46.9% lower than the state average; and only 30% of students scored proficient in math - 44.9 percentage points lower than the state average. To achieve our goal of enabling all students to excel academically and socially, CCPS is seeking to explore one or more potential partnerships with non-profit organizations interested in operating high quality schools in Camden beginning in the 2014-2015 school year.

In 2012, the legislature enacted the “Urban Hope Act” (*N.J.S.A. 18A:36C*) to empower the school districts of Camden, Newark, and Trenton to partner with experienced non-profit organizations to open high-quality Renaissance school projects. A Renaissance school project is a school, or group of schools, in an urban area that provide an educational program for students enrolled in grades K through 12. Renaissance school projects are operated and managed by a non-profit organization, but are approved by the local school district and Commissioner of Education. To date, Camden has approved one project, and may approve up to three more by January 2015.

Renaissance school projects that are built or operate on land owned by the NJ Development Authority or CCPS will be required to automatically enroll students who reside in the attendance area. Students who wish to attend the Renaissance project but live outside of the zone will be placed in a lottery for any available seats. All projects will undertake a significant facilities investment either through the construction of new facilities or the significant refurbishment of existing buildings.

The district is looking to partner with non-profits that will provide a high quality educational option that meets the diverse needs of students in Camden. CCPS is looking for applicants that have the ability to get to scale quickly by serving a significant number of students within a Renaissance Project, and who will undertake facilities projects that involve the significant renovation of an existing public school building or the construction of a new facility.

### Section 1: OVERVIEW

The proposed schedule of events subject to the RFP is outlined below:

Public notice	Date: December 2, 2013
RFP questions accepted by CCPS	Date: December 2, 2013 -December 15, 2013
Deadline for receipt of proposals	Date: January 3, 2014
Notification of Approval	Date: January 2014
Community Engagement Meetings	Date: January 2014
Date of award on or about	Date: February 2014

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Camden City Public Schools reserves the right to deny any and all exceptions taken to the RFP requirements.

## **Section 2: SCOPE OF SERVICES**

All applicants should be able to demonstrate the following:

- A history of successfully serving at risk student populations as demonstrated by student outcomes; including, but not limited to, evidence of where applicant worked to improve outcomes for an existing, underperforming, at-risk student population from a local neighborhood
- Ability to scale to serve a significant number of students
- Alignment of educational program with community needs
- Identification of a partner to provide "wraparound services" or plan to provide them\*
- Ability to open with more than one grade the first year

### **Facilities**

The district will consider the performance of existing schools, available school buildings, enrollment and community input to identify areas of the city where there is a need for new facilities or significant renovation to existing facilities. Based on the buildings and/or neighborhoods identified, the district will work to match approved projects to sites prior to submitting the application to the State. Applicants may identify their own facilities projects, but priority will be given to applicants that are willing to locate in an areas identified by CCPS.

## **Section 3: INSTRUCTIONS FOR COMPLETING PROPOSAL**

### Education Plan

1. Mission and Vision of the Organization
2. Overview of the educational program including the curriculum that will be used, evidence of how this curriculum will provide results, and alignment with Common Core State Standards
3. Description of assessment systems that will be used including all required assessments for New Jersey
4. Provide any evidence of success in implementing the educational program proposed in other schools including instances where the educational program was used with an existing population of students, and or with at-risk student populations.

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\* "Wraparound services" include, but are not limited to: physical and mental health programs, after-school and out-of-school programs, social supports and community services, etc.

#### Organizational and Staffing Plan

5. A governance and organizational plan including information concerning the non-profit entity's corporate governance, including articles of incorporation, bylaws, and a list of board members and officers and their relevant experience
6. Recruitment and retention plan for staff

#### Enrollment Plan

7. Enrollment plan including the number of schools, grades served, total number of students by grade (projected) and timeline to get to scale. Applicants should state what grade levels they plan to serve in the first year. If applicants plan to serve more than 2 grade levels in the first year within the catchment area then provide a plan for how you will work to recruit and retain students that live in the proposed attendance area. All projects will be expected to serve students within the attendance area who are in the grades they serve if they are located on land owned by NJ Development Authority or CCPS

8. Preliminary admissions policies, which shall comply with N.J.S.A. 18A:36C-8 and N.J.A.C. 6A:31-4;
9. The calendar and school day schedule

#### Financial Plan

10. The proposed address or desired geographic area and a description of the proposed initial facility, as well as a description of why the organization wants to serve that particular community. The application should identify if the organization is open to other facilities options as identified by district.
11. A budget covering projected sources of revenue and planned expenditures for the first year of operation. The budget shall include all anticipated start-up costs and revenues from the approval date of the Renaissance school project through the beginning of the fiscal year. The budget shall clearly identify funds intended to be raised through future fundraising efforts; the expected return on such efforts shall be supported with documentation of the non-profit entities past fundraising efforts. The estimated cost and anticipated sources of funding for facilities shall also be included in the budget summary as well as provisions for auditing as required by N.J.S.A. 18A:23-1
12. Documentation of a funding plan to acquire necessary lands and to construct a Renaissance school project thereon, including the terms of any financing secured for such purpose
13. A long-term financial plan that conforms with state classification system.
14. Proposed address, if known, for the initial school facility in which the Renaissance school project will be located and an affirmation that any other school facility or facilities in which the Renaissance school project will be located will be in the required urban campus area.

#### Student Services

15. Plans to offer wraparound services and any other after-hours community services such as instruction in English as a second language, literacy courses, or technology training. Include any local community partners, if identified.

#### Community Engagement

16. Community engagement plan which includes any engagement completed to date, potential local partners and plans to build community support in the neighborhood where the facility will be located.

### Facilities Plan

Once the non-profit is approved by the district, the applicant and district must subsequently complete an application to the state. The application must include the information from the RFP as well as additional information regarding the facilities and enrollment plan including:

1. A description of, and address for, the initial school facility in which the Renaissance school project will be located and an affirmation that any other school facility or facilities in which the Renaissance school project will be located will be in the required urban campus area. For any school facility other than the initial school facility included in the application pursuant to this paragraph, the non-profit entity shall notify the Commissioner of Education of the location of the facility at least one year prior to the opening of the facility.
2. Assurances that the proposed Renaissance school project will meet any school facility regulations promulgated by the State Board of Education or the Department of Community Affairs other than the facilities efficiency standards developed by the Commissioner of Education pursuant to subsection h. of section 4 of P.L.2000, c.72 (C.18A:7G-4), and that the Renaissance school project will comply with all applicable procedural requirements pursuant to N.J.A.C. 6A:26-1 *et seq.*
3. Documentation of a funding plan to acquire necessary lands and to construct a Renaissance school project thereon, including the terms of any financing secured for such purpose.
4. Identification of the attendance area of the Renaissance school project, if the Renaissance school project will not be built on land owned by the New Jersey Schools Development Authority or the Renaissance school district.

### **Section 4: EVALUATION CRITERIA**

The District is under no obligation to award a contract under this RFP and (may award a contract to provide services outlined in this RFP.) Any award will be based on the District's needs and the Organization that meets the District's criteria

Organizations will be scored on the following criteria on a scale of 1-5:

70% of the score will be based on the following:

- Years of experience in school improvement including the experience of staff and board members as demonstrated in the organizational plan (10%)
- A non-profit's, or staff and board member's record of success in fostering student growth and improving the academic performance of at-risk, English language learner, and special education students as demonstrated by the educational plan in the application (50%)
- Evidence of a non-profit entity's financial stability as demonstrated by the financial plan (10%)

30% of the score will be based on the following

- Ability to grow to scale and serve a meaningful number of students as demonstrated by an enrollment, educational and financial plan (20%)
- Strength of community engagement and wraparound services plan (10%)

### **Section 5: SELECTION**

The CCPS reserves the right to ask clarifying questions about submitted proposals. Organizations may also ask questions in writing related to this RFP prior to submitting their responses. Questions may be submitted to Kevin Shafer, [kshafer@camden.k12.nj.us](mailto:kshafer@camden.k12.nj.us). The district will provide a complete set of

questions and answers to all individuals or organizations that requested a copy of the RFP. Only proposals received by the deadline will be considered. All respondents will receive written notice regarding the final selection.

The proposed schedule of events subject to the RFP is outlined below:

Public notice	Date: December 2, 2013
RFP questions accepted by CCPS	Date: December 2, -December 15, 2013
Deadline for receipt of proposals	Date: January 3, 2014 at 12:00 pm.
Notification of Approval	Date: January 2014
Community Engagement Meetings	Date: January 2014
Date of award on or about	Date: February 2014

## **Section 6: Professional Services RFP Administrative Information**

### **A. RFP Issuance**

#### **1. Obtaining Copies of the RFP:**

Notice of the RFP is on Camden's website. Interested applicants must email Kevin Shafer, [kshafer@camden.k12.nj.us](mailto:kshafer@camden.k12.nj.us) who provide the RFP in electronic form. Paper copies of this RFP will not be available.

#### **2. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to CCPS. Address all communications to the person listed below; communications made to other CCPS personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact:

**Kevin Shafer**  
**7<sup>th</sup> Floor**  
**201 North Front Street**  
**Camden, NJ 08102**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

#### **3. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a district contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation.

## **B. RFP Submissions**

### **1. Acknowledgement of Understanding of Terms**

By submitting a proposal, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

### **2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. CCPS reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with six paper copies and three electronic copies on CD or memory stick.

Proposals submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines.

- Program abstract and narrative limited to a total of 15 pages, not including appendices;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (if possible, please do not use binders or folders when submitting application).



All properly sealed and marked proposals are to be sent to the CCPS and received no later than 2 PM EST on January 3, 2014 (Opening Date). The outside of the proposal package must be clearly labeled "**CBOE 2513 Urban Hope Act – Renaissance Project**". The proposals may be delivered by express delivery (e.g., FedEx, UPS, etc.), US mail, or by hand to:

**Karen Willis**  
**Purchasing Agent**  
**Business Office, 8th Floor**  
**201 North Front Street**  
**Camden, NJ 08102**

Any proposal submitted by US mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **2 PM EST** on January 3, 2014. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

### **3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

### **4. Proposal Costs and Expenses**

CCPS will not pay any costs incurred by any vendor with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

### **5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2014. CCPS reserves the right to ask for an extension of time if needed.

### **6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

## **7. Proposal Opening**

CCPS will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of CCPS personnel. Any unopened proposals will be returned to vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

## **8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within CCPS.

## **9. Concise Proposals**

CCPS discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. CCPS' interest is in the quality and responsiveness of the proposal.

## **10. Realistic Proposals**

It is the expectation of CCPS that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

CCPS shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

## **11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than CCPS/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

## **12. District's Right to Cancel Solicitation**

CCPS reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. CCPS makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by CCPS. Vendor's participation in this process may result in CCPS selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not,

however, signify a commitment by CCPS to execute a contract nor to continue negotiations. CCPS may terminate negotiations at any time and for any reason, or for no reason.

### **13. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by CCPS prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further. Proposals become the property of CCPS at the proposal submission deadline. All proposals received are considered organization offers at that time.

### **14. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be emailed to all applicants whom have provided a valid email address.

### **15. Exceptions to the RFP**

Any exceptions to the RFP, or CCPS's terms and conditions must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

### **16. Award of Contract**

The final award of a contract is subject to approval by CCPS. CCPS has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by CCPS and the subsequent full execution of a written contract in the district's prescribed format will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

## **C. RFP Evaluation Process**

An evaluation team composed of representatives of CCPS and will evaluate proposals on a variety of quantitative and qualitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

CCPS reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide, in a timely manner, any and all information that CCPS may deem necessary to make a decision.

### **1. Proposal Evaluation Team**

The Proposal Evaluation Team (Team) shall be comprised of representatives of CCPS. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation, utilizing the components of the proposal's criteria, to the State District Superintendent of CCPS. The State District Superintendent of CCPS shall have

final authority, subject to the provisions of this RFP, to award a contract to the successful vendor in the best interests of CCPS.

## **2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by CCPS to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

### **Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. A scoring rubric will be provided to members of the RFP committee to aid in the calibration of the scoring process. The criteria contained in Section 4: Evaluation Criteria shall be used by the evaluation team to evaluate proposals.

## **3. Proposal Clarification**

The Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

## **4. References**

The Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

## **5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for CCPS are the vendor's responsibility.

**Camden City Public Schools**  
**BUSINESS OFFICE**  
*Camden, New Jersey 08102*

*Karen Willis*  
*Purchasing Agent*

*FAX: (856) 966-2186*

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TO: All Vendors  
FROM: Karen Willis  
RE: **Unauthorized Orders**

The Camden City Public Schools only recognizes purchases made through the approved purchase order process.

All purchases are made by a written purchase order, with an authorized signature and a purchase order number.

Please do not honor or accept any requests for goods or services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert Purchasing if any CCPS employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

The Camden City Public Schools will not be held responsible for any unauthorized orders or purchases.

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**Ms. Karen Willis**  
**Purchasing Agent**

## **ADVISORY INFORMATION FOR ORGANIZATIONS**

### 1. PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the organization to ensure that their proposal is presented at the District's Business Office before the date and time fixed for closure of the proposal period. The Business Office is open Monday through Friday from 8:30 am – 4:00 pm according to the school calendar and 8:30 am – 3:30 pm during the summer. Access to the Business Office may be delayed because of security clearance.

### 2. PARKING

Parking in the vicinity of the Camden City Public Schools Administration Building is at a premium. **Allow enough time to locate a parking space.** Be prepared to park two or three blocks from the CCPS Offices.

### 3. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

These items are brought only to the receptionist at the main building entrance. There may be some delay in getting proposals to the Business Office on the eighth floor.

Keeping the aforementioned items in mind, the CCPS suggests that organizations arrange to hand deliver their proposals to the Business Office, and personally turn it in to the Purchasing Agent or Designee before the time set for closure of the proposal period. Please understand that proposals arriving after the advertised date and time for any reason cannot be accepted or opened.

PROPOSAL CHECKLIST

**A. Documents to be returned with Proposal**

1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Proposal Form
3. Non-Collusion Affidavit
4. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration
5. Organization/Vendor Questionnaire / Certification
6. New Jersey Business Registration Certificate
7. Acknowledgement of Addenda (only if addenda have been sent)
8. Chapter 271 Political Contribution Disclosure Form –Please use form attached or one that can be downloaded from website at [www.Camden.k12.nj.us](http://www.Camden.k12.nj.us).

The documents listed above, 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 Division of the Purchasing has prepared this reminder checklist for items pertaining to this proposal. The checklist is not considered to be all-inclusive. Organizations 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 question fully and accurately?		
3. Have you signed all your documents (ink)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the proposal package for your records?		
6. Did you correctly address the envelope? (Page 1 Item #2)		
7. Have you allowed ample time for the proposal to reach the Business Office?		



**GENERAL  
SPECIFICATIONS**

**CONTRACT FOR:** \_\_\_\_\_

**TERM OF CONTRACT:** \_\_\_\_\_

**INSTRUCTIONS TO ORGANIZATIONS**

**1. PROPOSALS ARE TO BE RETURNED TO:**

Ms. Karen Willis  
Purchasing Agent  
Business Office  
Camden City Public Schools  
201 N. Front Street  
8<sup>th</sup> Floor  
Camden, New Jersey 08102

BY: 2:00 P.M.

ON: January 3, 2014

**2.** Proposals must be placed in a sealed envelope marked as shown below on the front of the envelope. Organizations should also keep a complete copy of the proposal packet, exactly as submitted.

**3. Please include six (6) paper copies and three (3) electronic copies on CD or memory stick.**

Envelope Label Information:	District:	<u>Camden City Public Schools</u>
	Project:	<u>CBOE 01-14: Urban Hope Act- Renaissance School Project</u>
	Proposal Date:	<u>January 3, 2014</u>
	Proposal Time:	<u>2:00PM</u>
	Organization:	_____

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**4. PROPOSAL OPENING**

All proposals will be opened in the CCPS meeting rooms located on the first floor, and read beginning at 2:00 P.M. on January 3, 2014. It is the responsibility of each organization to ensure that their proposal is complete, and presented to the Business Office before the proposal date and time. Proposals will not be accepted or received by the CCPS after the advertised proposal date and time. (N.J.S.A 18A:18A-21(b))

## 5. AFFIRMATIVE ACTION REQUIREMENTS

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

- i. Appropriate evidence that the organization is operating under an existing federally approved or sanctioned Affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the organization, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the CCPS will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

“If awarded a contract your company/organization 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. (SEE ATTACHED EXHIBIT A).

## 6. AMERICANS WITH DISABILITIES ACT

The organization 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. (SEE ATTACHED APPENDIX B).

## 7. ARBITRATION

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive.

Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

## 8. PROPOSAL GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the CCPS.

### A. Proposal Guarantee

**A proposal guarantee is NOT required with this proposal.**

When required, each proposal shall be accompanied by a proposal bond, cashier or certified check for ten percent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Camden City Public Schools. Such deposit shall be forfeited upon refusal

of an organization to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Camden City Public Schools.

The proposal security check for unsuccessful organizations will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening. Uncertified business checks, personal checks or money orders are not acceptable.

All proposal bonds submitted must be signed and witnessed with original signatures. The district will not accept facsimile or rubber stamp signatures on the proposal bond. Failure to sign the proposal bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The CCPS will only accept proposal bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Insurance, P.O. Box CN 325, Trenton, New Jersey 08625.

**Failure to submit a proposal guarantee when required shall be cause for disqualification and rejection of proposal.**

B. Certificate (Consent) of Surety

**A certificate (consent) of surety is NOT required with this proposal.**

When required, each organization shall submit with its proposal a certificate from a surety company stating that the surety company will provide the organization with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal. **Failure to submit the Certificate (Consent) of Surety when required will be cause for disqualification and rejection of proposal.**

C. Performance Bond

**A performance bond is NOT required for this proposal.**

When required, the successful organization shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Organization, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Organization.

It is expressly stipulated that the Surety for the Organization on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed

or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Organization defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting organization to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful organization shall execute formal contract with the CCPS in the form required and in such number of counterparts as the CCPS may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful organization within ten (10) days after the receipt by the successful organization of notice accepting his proposal by the CCPS.

The CCPS will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

## **9. PROPOSAL PRICE GUARANTEE**

When the CCPS requests proposal prices for supplies, materials and equipment; the winning organization(s) shall guarantee the proposal price(s) for the entire period of the contract.

## **10. PROPOSAL PRICES**

In the event of discrepancy between the unit price and the extension, the unit price will govern. The CCPS assumes no responsibility to recalculate totals if award is made on the basis of totals.

## **11. PROPOSAL FORM**

All pricing information is to be written in by typewriter or ink in a legible manner on the official Proposal Form unless the form indicates that an attachment is allowable. Any proposal price showing any erasure or alteration must be initialed by the organization in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular proposal entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection.

In all cases, the Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Proposal Form. **Failure to sign the Proposal Form will be cause to disqualify the entire proposal.** If the Proposal Form contains more than one sheet, then organizations are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The CCPS will not consider any proposal on which there is any alteration to, or departure from, the proposal specifications. Organizations are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If organizations do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular proposal as non-responsive N.J.S.A. 18A:18A-2(y).

By submitting a proposal, the organization covenants that it has carefully examined the contract documents, addenda, if any, and the site; and that from its investigation, it has satisfied itself 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, it fully understands the intent and purpose thereof, its obligations there under, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each organization submitting a proposal for a service contract shall include in its 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 contract documents.

## **12. ORGANIZATION'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the organization 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 CCPS will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all organizations shall submit with their proposal package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey or a statement that a certificate will be filed prior to issuance of a contract . Failure to provide the New Jersey Business Registration Certification prior to issuance of a contract shall be cause for the rejection of the entire proposal.

### **Goods and Services Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The organization shall provide written notice to its subcontractors to submit proof of business registration to the organization; **2)** prior to receipt of final payment from a contracting agency, the organization must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the organization and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, 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 this State.

An organization, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

## **14. CHALLENGES TO PROPOSAL SPECIFICATIONS (N.J.S.A. 18A:18A-15)**

Any prospective organization who wishes to challenge a proposal specification shall file such challenges in writing with the Purchasing Agent or Designee no less than three (3) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on the CCPS or the award of a contract.

**15. COMPLIANCE WITH ALL LAWS**-- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Organization.

Organization shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

**16. DOCUMENTS, MISSING/ILLEGIBLE**

The organization shall familiarize itself with all forms\* provided by the CCPS that are to be returned with the proposal. If there are any forms that the CCPS is to provide that are either missing or illegible, it is the responsibility of the organization to contact the Purchasing Agent or Designee at (856)-966-2065 for duplicate copies of the forms. This must be done before the proposal date and time. The CCPS accepts no responsibility for duplicate forms that were not received by the organization in time for the organization to submit with his proposal.

**All documents returned to the CCPS shall be signed with an original signature in ink. 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). The CCPS will not accept facsimile or rubber stamp signatures.**

\*Forms provided by the CCPS that must be returned with proposal.

- Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Organization/Vendor Questionnaire and Certification
  - Acknowledgement of Addenda
  - Chapter 271 – Political Contribution Disclosure Form – use District form.

**17. 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 for \$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 for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

## **18. 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 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 organizations who have a contract with the CCPS to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## **19. INDEMNIFICATION**

The organization shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the CCPS and its agents and employees, 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. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

## **20. INSURANCE**

### **Insurance Requirements for Organizations**

Before commencing the contract work, and as a condition precedent for payment, the Organization shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit. This insurance will provide a defense and indemnify the Camden City Public Schools (CCPS) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Organization's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Organization, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.

Proof of this insurance shall be provided to the CCPS before the work commences as set forth below. In no event shall the failure to provide this proof prior to the commencement of the work, be deemed a

waiver by the CCPS of the Organization's Insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this exhibit deny coverage to the CCPS, the Organization will defend and indemnify the CCPS at the Organization's expense.

**Minimum of Liability**

The Organization must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Organization shall maintain at least the limits of liability as set forth below

**Commercial General Liability Insurance**

- \$ 1,000,000 Each Occurrence limit (Bodily Injury and Property Damage)
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Product/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury limit.

Contractual Liability that will respond to indemnification clause included in these specifications and when applicable the "Designated Construction Project(s) General Aggregate Limit" endorsement shall be included in the policy.

**Comprehensive Automobile Liability Insurance**

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Organization

**Workers' Compensation and Employers Liability Insurance**

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

If the Subcontractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included".

**Umbrella**

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

**Professional Liability Insurance (Errors & Omissions)**

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

**Additional Insured Status and Certificate of Insurance**

The CCPS, along with their respective officers, agents and employees, shall be named as Additional



Insureds for Operations and Products/Completed Operations on the Organizations' Commercial General Liability Policy, Professional Liability Policy and the Organization's Automobile Liability, which must be primary and noncontributory with respect to the Additional Insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any Insurance obtained by the Schools is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Organization, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case Law. A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the Schools, and this clause shall apply to the Schools' officers, agents and employees with respect to all projects during the policy term. It should also apply to the Organization's Workers' Compensation policy if allowed by state law.

Prior to Commencement of work, Organization shall submit a Certificate of Insurance in favor of the Schools and an Additional Insured Endorsement (in a form acceptable to the Schools) as required hereunder.

**No Limitation on liability.**

In any and all claims against the Additional Insured by any employee of the Organization, anyone directly or indirectly employed by the Organization or anyone for whose acts the Organization may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefit payable by or for the Organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Organization shall maintain in effect all insurance coverages required under this Agreement at the Organization's sole expense. In the event the Organization fails to obtain or maintain any insurance coverage required under this Agreement the CCPS may, at its sole discretion, purchase such coverage as desired for the CCPS' benefit and charge the expense to the Organization, or, in the alternative, terminate this Agreement.

**Continuation of Coverage**

The Organization shall continue to carry Completed Operations liability Insurance for at least three years after either ninety-(90) days following Substantial Completion of the Work or final payment to the Organization, whichever is later. The Organization shall furnish the Schools evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

**21. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any organization orally. Every request for such interpretations should be made in writing to the Purchasing Agent or Designee must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the organizations by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

## **22. LIABILITY – COPYRIGHT**

The organization (vendor) shall hold and save the CCPS, 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. LIQUIDATED DAMAGES**

Liquidated damages if made a part of the contract shall be assessed against the organization in the amount as listed in the General Specifications and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

## **24. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit must be submitted with the proposal. (N.J.S.A. 2A:93-6)

## **25. PAYMENTS**

Every effort will be made to pay vendors and organizations within thirty (30) to sixty (60) days provided the CCPS receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the CCPS, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The CCPS may, at its discretion may make partial payments. All payments are subject to approval by the State District Superintendent or his/her designee.

### Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the CCPS.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

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

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4), please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

“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 (a2, 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 is 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 (a4)

All organizations shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

## **27. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

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) and N.J.A.C. 6A:23A-6.3 if the business entity receives contracts in excess of \$17,500 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 609-292-8700 or at [www.elec.state.nj.us](http://www.elec.state.nj.us). District form is at the Camden City Public Schools’ WEBSITE under proposals available for submission – pay to play form.

## **28. QUALIFICATION OF ORGANIZATIONS - Organization Questionnaire Certification Form**

The Camden City Public Schools may make such investigations as it seems necessary to determine the ability of the organization to perform the terms of the contract. The organization shall complete an Organization Questionnaire Certification Form and return same with the proposal and shall furnish all information to the CCPS as it may require to determine the organization’s ability to perform the duties and obligations as outlined in these specifications.

## **29. 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 organizations or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368

These requirements include but are not limited to the following:

- A. The label must list the five predominant ingredients and any hazardous chemicals in the product.
- B. Each chemical name must have next to it the CAS number for the chemical.
- C. The label must be attached to the container.
- D. Material Safety Data Sheets (MSDS) must accompany the first shipment of the product.
- E. The CCPS reserves the right to reject any shipment not in compliance with the above specifications.

### **30. SAMPLES**

From time to time the Purchasing Agent or Designee may require the submission of samples either before or at the time of the proposal, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official proposal opening. Failure to submit said samples may be regarded as a basis for rejecting the proposal. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the organization within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent or Designee will dispose of them as he sees fit.

### **31. STOCKHOLDERS' DISCLOSURE**

All organizations are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

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

Organizations, services providers, and all vendors with whom the CCPS has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the CCPS without first receiving written permission from the Purchasing Agent or Designee.

Organizations, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The CCPS Business Office requires the following documents to be secured from all approved subcontractors:

- A. Insurance Certificate as outlined in the proposal specifications
- B. Affirmative Action Evidence as outlined in the proposal specifications
- C. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the CCPS shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The CCPS shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

### **33. TAXES**

As a New Jersey governmental entity, the CCPS is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Organizations 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 CCPS. Organizations may not use the CCPS' tax exempt status to purchase supplies, materials, service or equipment.

### **34. TERMINATION OF CONTRACT**

If the CCPS determines that the organization has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the organization has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the CCPS 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 CCPS of the contract does not absolve the organization from potential liability for damages caused the District by the organization's breach of this agreement. The CCPS may withhold payment due the organization and apply same towards damages once established. The CCPS 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 organization further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

### **35. WITHDRAWAL OF PROPOSALS**

#### Before The Proposal Opening

The CCPS may consider a written request to withdraw a proposal if the written request is received by the School Business Administrator and/or the Purchasing Agent before the advertised time for opening of proposals. **Any withdrawn proposal cannot be re- submitted.**

After The Proposal Opening

A organization who discovers a mistake or omission after proposals have been opened may request to withdraw the proposal provided the organization gives immediate written notice to the Purchasing Agent or Designee of the mistake and/or omission and certification supported by clear evidence that he or she exercised reasonable care in the examination of the specifications and preparation of the proposal. Any organization who is granted permission by the CCPS to withdraw the proposal under this clause is subject to forfeit any proposal guarantee.

***To be completed and signed below. Return with Proposal***

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**Proposal Name: Urban Hope Act – Renaissance School Project**

**Proposal No:**

**CBOE 01-14**

**Proposal Date: January 3, 2014**

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

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

If yes, attach a copy of the plan to the questionnaire

2. Our company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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

3. If you answered **NO** to both questions above, an Affirmative action *Employee Information Report (AA-302)* can be obtained at [www.state.nj.us/treasury/contract\\_compliance/index.shtml](http://www.state.nj.us/treasury/contract_compliance/index.shtml). Click on forms. Complete and submit the form in accordance with instructions and attach a copy of the completed form to this questionnaire.

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

Name of Company/Organization \_\_\_\_\_

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

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

To be completed and signed below. Return with Proposal

Urban Hope Act – Renaissance School Project NON-COLLUSION AFFIDAVIT

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

Proposal No: CBOE 01-14

Proposal Date: January 3, 2014

STATE OF  
COUNTY OF

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

I am the \_\_\_\_\_ of  
Position in Company  
the organization of \_\_\_\_\_ and  
the organization 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 organizations,  
or otherwise taken any action in restraint of a free and competitive process in connection with the  
above named proposal, and that all statements contained in said Proposal and in this affidavit are true  
and correct, and made with full knowledge that the Camden City Public Schools of Camden City 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 Organization/Vendor)

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

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

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

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

My commission expires \_\_\_\_\_, \_\_\_\_\_. - Seal -



Month

Day

Year

To be completed and signed below.

Return with Proposal

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

Proposal Name: Urban Hope Act – Renaissance School Project

Proposal No: CBOE 01-14

Proposal Date: January 3, 2014

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

- Corporation--
- Partnership--
- Sole Proprietorship--
- Sub Chapter S Corp.--
- Limited Partnership--
- Limited Liability Corp.--
- Limited Liability Partnership--
- Other- \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

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

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

To be completed and signed below.

Return with Proposal

**ORGANIZATION/VENDOR QUESTIONNAIRE/CERTIFICATION**

Proposal Name: Urban Hope Act – Renaissance Project

Proposal No: CBOE 01-14

Proposal Date: **January 03,2014**

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

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

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

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

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

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

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

References – Work previously done for School Systems in New Jersey

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

**Vendor Certification**

Direct/Indirect Interests

I declare and certify that no member of the Camden City Public Schools, nor any officer or employee or person whose salary is payable in whole or in part by said Public Schools 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 organization or company.

Gifts; Gratuities; Compensation

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

Vendor Contributions: School Board Members

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

I certify that I am not an official or employee of the CCPS.

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 Name

\_\_\_\_\_  
Signature

*To be completed and signed below.*

*Return with Proposal*

**ACKNOWLEDGEMENT OF ADDENDA**

**Proposal Name: \_\_\_ Urban Hope Act – Renaissance School Project**

**Proposal No: CBOE 01-14**

**Proposal Date: January 3, 2014**

The organization acknowledges receipt of the hereinafter enumerated Addenda which have been issued for these specifications and agrees that said Addenda shall become a part of this contract. The organization 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** \_\_\_\_\_ **Date** \_\_\_\_\_

**Appendix A: Case Reference**

Please submit this form for each case reference provided. Case references should not exceed five pages.

**Vendor:** \_\_\_\_\_

**Case Reference Organization Name:** \_\_\_\_\_

**Case Reference Contact:**

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Brief Description of Engagement and Results** (with similarities and differences from Delaware requirements herein):

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

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

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

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

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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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



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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

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

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

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

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

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

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

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

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:			
Address			
City:		State:	
		Zip:	

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

\_\_\_\_\_

Signature	Printed Name	Date	Title
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Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

--	--	--	--

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




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

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

**State:**

1. Governor
2. Legislative Leadership Committees

**Legislative District #5:**

1. State Senator and
2. Two members of the General Assembly per district.

**County of Camden:**

1. Freeholders,
2. County Clerk
3. Sheriff
4. County Executive
5. Surrogate

**City of Camden:**

1. Mayor and members of governing body (regardless of title)

**Members of the Camden City Board of Education**



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposal : **CBOE 01-14**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, law 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- O is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
AND
- O Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the **New Jersey Turnpike Authority** under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____

Proposer Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_

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

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

*To be completed and signed below. Return with Proposal*

**Proposal Name: Urban Hope Act – Renaissance School Project**

**Proposal No: CBOE 01-14**

**Proposal Date: October 16, 2013**

**Acknowledgment of Referral of this provision to Subcontractors Insurance Agent or Broker**

The Contractor represents that he has provided a copy of the “Insurance Provisions” to his insurance agent and/or broker, and that Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein. The Authority and Contractor hereby acknowledge that this Exhibit is considered a material term of their contract-

Name of Contractor

---

Signature/Date

---

Camden City Public Schools

Signature/Date

---

THIS DOCUMENT HAS IMPORTANT LEGAL AND INSURANCE CONSEQUENCES, AND IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICE AND ADVICE. CONSULTATION WITH AN ATTORNEY AND AN INSURANCE ADVISER IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT.

To all organizations:

**REMINDER**

Did you sign all of the proposal documents?

All proposal documents returned to the district shall be signed in ink with original signatures.

The CCPS will not accept facsimile or rubber stamp signatures.

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

Ms. Karen Willis  
Purchasing Agent