

**EMPOWERMENT ACADEMY CHARTER SCHOOL**  
**240 Ege Avenue**  
**Jersey City, NJ 07304**

# **REQUEST FOR PROPOSAL (RFP)**

## **Banking Services**

**RFP 2026-01**

**Menachem Bazian**  
**School Business Administrator/Board Secretary**

**Submission Date:**

**August 6, 2025**  
**10:30 a.m.**

# **EMPOWERMENT ACADEMY CHARTER SCHOOL**

**240 Ege Avenue  
Jersey City, NJ 07304**

## **Banking Advertisement**

### **Request for Proposals**

EMPOWERMENT ACADEMY CHARTER SCHOOL hereby advertises competitive proposals for

**RFP 2026-01**

**Banking Services**

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

**Menachem Bazian**

School Business Administrator/Board Secretary  
EMPOWERMENT ACADEMY CHARTER SCHOOL  
240 Ege Avenue  
Jersey City, NJ 07304

Email: [mbazian@empacad.org](mailto:mbazian@empacad.org)

RFPs must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of EMPOWERMENT ACADEMY CHARTER SCHOOL, **on or before** the date and time indicated below. The envelope is to bear the following information:

Title: **Banking Services**

RFP No.: **RFP 2026-01**

Name and Address Respondent

RFP Due Date: **August 6, 2025**

RFP Deadline Time: **10:30 a.m.**

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

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

**Menachem Bazian**  
**School Business Administrator/Board Secretary**

ETHICS IN PURCHASING  
***Statement to Vendors***

***SCHOOL RESPONSIBILITY***

**Recommendation of Purchases**

It is the desire of the Charter School to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

EACS officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

**Solicitation/Receipt of Gifts – Prohibited**

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with Empowerment Academy Charter School or anyone proposing to do business with the Board.

**VENDOR RESPONSIBILITY**

**Offer of Gifts, Gratuities -- Prohibited**

Any vendor doing business or proposing to do business with Empowerment Academy Charter School, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of Empowerment Academy Charter School or any member of the official's or employee's immediate family.

**Vendor Influence -- Prohibited**

No vendor shall cause to influence or attempt to cause to influence, any official or employee of Empowerment Academy Charter School, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**VENDOR CERTIFICATION**

Vendors or potential vendors will be asked to certify that no official or employee of Empowerment Academy Charter School or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of Empowerment Academy Charter School.

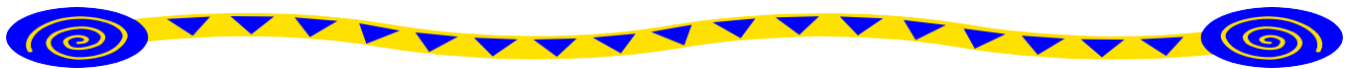
**Menachem Bazian**  
School Business Administrator/Board Secretary

**EMPOWERMENT ACADEMY CHARTER SCHOOL**



**REQUEST FOR PROPOSAL**

# **GENERAL SPECIFICATIONS**



**Menachem Bazian**  
School Business Administrator/Board Secretary

# EMPOWERMENT ACADEMY CHARTER SCHOOL

## Request for Proposal (RFP) Banking Services

### Instructions for Respondents

#### PROPOSALS ARE

#### TO BE SUBMITTED TO:

**Menachem Bazian**

School Business Administrator/Board Secretary

EMPOWERMENT ACADEMY CHARTER SCHOOL

240 Ege Avenue

Jersey City, NJ 07304

BY: **10:30 a.m.** DAYLIGHT SAVINGS TIME

ON: **August 6, 2025**

Proposals are to be submitted in a sealed envelope and may be submitted by mail, delivery service, or in person.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Banking Services** on the front of the envelope/package. Proposals **must be** submitted in **duplicate** on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package.

#### Envelope Label Information

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

Title: Banking Services

RFP Number RFP 2026-01

Name and Address Respondent

RFP Due Date: August 6, 2025

RFP Deadline Time: 10:30 a.m.

**Failure to properly label the proposal envelope may lead to the rejection of the proposal!**

An electronic copy of the Proposal must be emailed to [mbazian@empacad.org](mailto:mbazian@empacad.org) after **10:30 a.m., August 6, 2025** to be considered for award. The subject of email shall be: **Banking Services RFP**.

## **1. DEFINITIONS**

The following definitions shall apply to this RFP:

“The Board” – The Board of Trustees of Empowerment Academy Charter School

“EACS” – Empowerment Academy Charter School

## **2. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS**

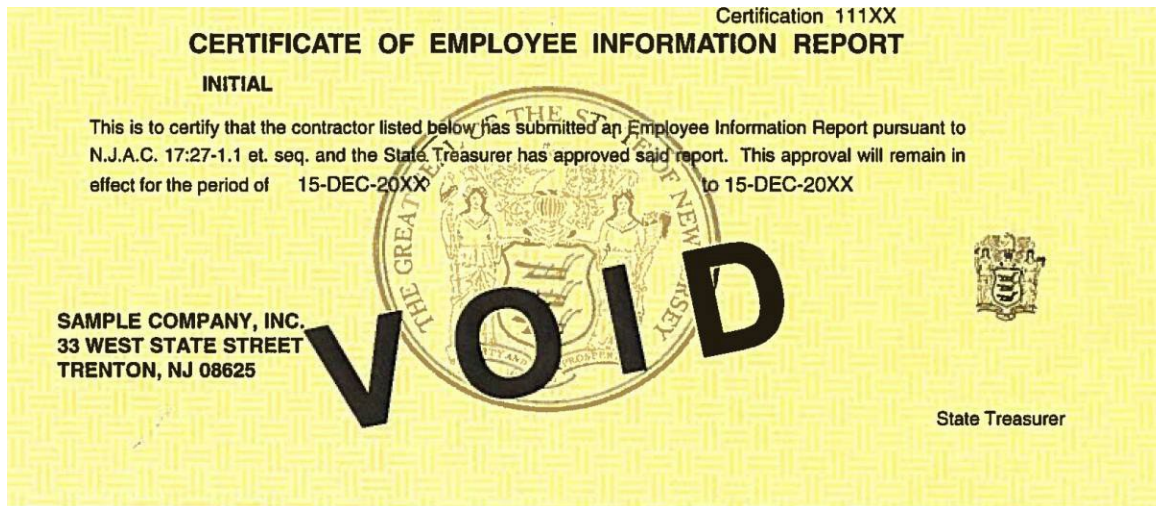
Each company shall submit to Empowerment Academy Charter School, after notification of award, but prior to execution of a goods and services contract, one of the following three (3) documents:

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

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

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

## Sample Certificate of Employee Information Report



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

### 3. AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Request of Empowerment Academy Charter School

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



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

#### Subcontractors

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

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

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107230  
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N.J. 08646-0352

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name: TAX REG TEST ACCOUNT  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

### Sample Business Registration Certificates

#### 9. CERTIFICATE (CONSENT) OF SURETY      REQUIRED      X   NOT REQUIRED

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a 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 complete, submit or sign the Certificate (consent) of Surety, when requested, shall be cause for disqualification and rejection of the proposal.**

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

Contractors/vendors doing business with Empowerment Academy Charter School are reminded of the following Banking requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**  
Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government

or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary.

If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

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

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **EMPOWERMENT ACADEMY CHARTER SCHOOL Requirement**

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

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

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to EACS prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee whose position involves regular **contact with students**, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., as it pertains to disclosure of information from previous employers, and **NJDOE Broadcast September 9, 2019**, when applicable.

## **12. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.**

Empowerment Academy Charter School will not enter into a contract for work with any person,

company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. Empowerment Academy Charter School will verify the certification by consulting

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

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

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

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

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

\*Forms provided by Empowerment Academy Charter School must be returned with the proposal.

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance;
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure

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

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions, and all

matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

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

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

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

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

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Respondents should consult the statutes or Banking counsel for further information.

#### **17. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS**

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 Empowerment Academy Charter School.

Financial Guarantee    REQUIRED   X  NOT REQUIRED

Each proposal, when required, shall be accompanied by a bid bond, cashier’s check, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to EMPOWERMENT ACADEMY CHARTER SCHOOL. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee checks for unsuccessful respondents 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 bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid 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.

Empowerment Academy Charter School will only accept bid 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 Banking and Insurance, CN 325, Trenton, New Jersey 08625.

***Failure to submit or failure to sign the financial guarantee, when required, shall be cause for disqualification and rejection of the proposal.***

#### **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 the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

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

#### **19. GENERAL CONDITIONS**

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

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

- **Award of Contract**

It is the intention of Empowerment Academy Charter School to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

- **Return of Contract Documents—when required**

Upon notification of the award of the contract by Empowerment Academy Charter School, the contractor may be required to sign and execute a formal contract with the Board.

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

If a formal contract is not required by Empowerment Academy Charter School, an approved and signed EACS Purchase Order will constitute a contractual agreement.

When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by Empowerment Academy Charter School with any financial security becoming the property of Empowerment Academy Charter School. Empowerment Academy Charter School reserves the right to accept the proposal of the next lowest responsible respondent.

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

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

Empowerment Academy Charter School is the final authority in awarding renewals of contracts. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

- **Term of Contract**

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

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

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

## **20. INSURANCE AND INDEMNIFICATION \_ \_ REQUIRED \_X\_ NOT REQUIRED**

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

- Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and

Property Damage per accident.

- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

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

**A. Insurance Certificate – When Required**

When required, the vendor/contractor must present to Empowerment Academy Charter School an insurance certificate in the above types and amounts before any work or service begins.

Automobile liability insurance shall be included to cover any vehicle used by the

insured. The certificate holder shall be as follows:

EMPOWERMENT ACADEMY CHARTER SCHOOL  
c/o School Business Administrator/Board Secretary  
240 Ege Avenue  
Jersey City, NJ 07304

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate. "EMPOWERMENT ACADEMY CHARTER SCHOOL is named as an additional insured"

**WORKERS COMPENSATION** Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available to Empowerment Academy Charter School. The minimum limits are the following, unless a greater amount is required by law:

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

**B. Indemnification**

The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Empowerment Academy Charter School and its agents, employees, and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection



therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The vendor/contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his workers or by any subcontractor employed by him or any of the subcontractor's workers.

## **21. INSURANCE; PROFESSIONAL LIABILITY – Required    XNot Required**

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability  
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful respondent shall provide to Empowerment Academy Charter School an insurance certificate with the name as to the certificate holder shall be as follows:

EMPOWERMENT ACADEMY CHARTER SCHOOL  
c/o The Business Office  
240 Ege Avenue  
Jersey City, NJ 07304

## **22. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. **Attendance at the Pre-Proposal Conference is strongly recommended.** Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by EACS's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by EACS as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without Banking

effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days, not including Saturdays, Sundays and holidays, 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 a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail 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.

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

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

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

N.J.S.A. 52:32-58: Certification Required.

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **to certify, prior to the time a contract is awarded** and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

The Board has provided within the specifications, a Disclosure of Investments Activities in Iran certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the Board, to complete, sign, and submit with the proposal. Such certification is required to be submitted prior to the award of the contract.

Empowerment Academy Charter School shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of

Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Board has provided within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.

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

#### **24. LIABILITY – COPYRIGHT**

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

#### **25. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that Empowerment Academy Charter School relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

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

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

#### **26. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided Empowerment Academy Charter School receives the appropriate documentation including but not

limited to:

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

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and/or services have been rendered. All payments are subject to approval by Empowerment Academy Charter School at a public meeting. Payment may be delayed from time to time depending on Empowerment Academy Charter School meeting schedule.

**27. PERFORMANCE BOND**                          REQUIRED    X NOT REQUIRED

When required, the successful vendor 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 Contractor, 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 Contractor.

It is expressly stipulated that the Surety for the Contractor 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 Contractor 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 contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

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

Empowerment Academy Charter School will only accept performance bonds from surety companies

that are licensed and qualified to do business in the State of New Jersey.

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

- **Annual Disclosure**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to

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

- **Chapter 271 Political Contribution Disclosure Form**

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education or charter school, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provide that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may

be used as the contractor's submission and may be disclosed to the public under the Open Public Records Act.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their proposal.

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

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

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**  
"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of Empowerment Academy Charter School during the preceding one year period.
- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**  
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with EACS are prohibited during the term of the contract."  
  
"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."
- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**  
All business entities shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

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

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

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

<https://www.nj.gov/education/crimhist/preemployment/>

## **31. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted**

Empowerment Academy Charter School may at its option, require providers of its choice to attend interviews and make presentations to EACS officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

**32. PRE-SUBMISSION OF PROPOSAL MEETING \_\_\_SCHEDULED    X NOT SCHEDULED**

If Empowerment Academy Charter School decides to schedule a pre-submission of proposal meeting the Board will hold a pre-submission of proposal meeting on

\_\_\_\_\_

Date

\_\_\_\_\_

Time

\_\_\_\_\_

Location

The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are encouraged to attend this meeting. Addenda to the proposal may be issued as a result of the meeting.

**33. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

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

**34. RIGHT TO KNOW LAW**

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

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

**35. STATEMENT OF OWNERSHIP**

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

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

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

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

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents may be required by Empowerment Academy Charter School.

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

### **37. TAXES**

As a New Jersey governmental entity, Empowerment Academy Charter School is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of the 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 Empowerment Academy Charter School. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services or equipment.

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

### **38. TERMINATION OF CONTRACT**

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



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

The contractor further agrees to indemnify and hold EACS harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

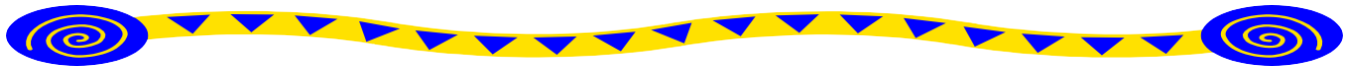
### **39. WITHDRAWAL OF PROPOSALS**

- **Before The Proposal Opening**  
The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have their proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.
- **After The Proposal Opening**  
Empowerment Academy Charter School may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

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

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to Empowerment Academy Charter School. If Empowerment Academy Charter School grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of Empowerment Academy Charter School.

**EMPOWERMENT ACADEMY CHARTER SCHOOL**



# **Request for Proposal RFP**

## **TECHNICAL SPECIFICATIONS**



**Menachem Bazian**  
School Business Administrator/Board Secretary

## **BANKING SERVICES**

### **TECHNICAL SPECIFICATIONS**

#### **PROJECT INTENT:**

It is the intention of EACS to consolidate its banking and to maximize:

- Security,
- Liquidity, and
- Income.

The successful proposal will highlight how it accomplishes these goals as well as how EACS will be provided with the banking services it requires.

#### **SCOPE OF SERVICES:**

Empowerment Academy Charter School requires the following minimum services on each of their accounts. Any charges for these services **MUST** be noted on the attached proposal form. Any variation from the minimum requirements **MUST** be noted:

1. Monthly statements of all bank accounts are due on or about the fifth business day of each month. Statement dates of all accounts are to be the last calendar day of the month.
2. All monthly statements must include deposits and checks cleared in check number order.
3. Monthly Statements available via hard copy by mail, or on-line if desired by EACS.
4. Interest on all accounts of Empowerment Academy Charter School, regardless of balance or activity, including but not limited to the following accounts:
  - a. Operating Account
  - b. Payroll
  - c. Payroll Agency
  - d. Unemployment
  - e. Summer Pay
  - f. Enterprise Fund (Food Services)
  - g. Money Market (Investment)
  - h. Capital Reserve
5. Inter-account transfers, wiring services, and ACH deposits and withdrawals including scheduled recurring wire transfers.
6. Monthly account analysis to include bank earnings credit, itemized fees, and interest earned to be credited to EACS. Also, reconciliation of outstanding items General Account, Payroll Salary Account and any other account deemed necessary by Empowerment Academy Charter School.
7. A bank office at which EACS can transact business, in a location convenient to Empowerment Academy Charter School's business office.
8. Remote Deposit.
9. Eligibility to act as depository for public funds under the Governmental Unit Deposit Protection Act (GUDPA).
10. Cost of printing all checks/check stock, laser check chip encoding, toner, laser check chip encoding changes of signatures, depository stamps, deposit slips and deposit bags for courier pick-up at no charge to Empowerment Academy Charter School.

11. Proven Secure Electronic/On-Line banking program for Governmental Units that allows stop payments, transfers between accounts, generation of reports, etc.
12. Notification of all electronic fund transfers via secure online banking program or email, with source and purpose described.
13. The ability to process employee direct deposits for payroll, with at least two repositories per employee.
14. Fixed minimum interest rate to be applied to all accounts.
15. Copies of deposit slips/receipt of deposits to be returned to EACS via U.S. mail or courier.
16. Accept deposits on behalf of EACS from local municipality for payment of school taxes either by ACH, wire or branch deposit.
17. No service charge for returned items for Empowerment Academy Charter School accounts.
18. Notification via fax or e-mail the same day of any returned items.
19. Positive Pay fraud detection service, or equivalent.

**SELECTION CRITERIA:**

The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Names and qualifications of the individuals who will be working directly with EACS along with their overall knowledge and familiarity with the operations of a Charter School/Public School District. Provide two (2) current professional references with addresses and telephone contact numbers. They must have direct knowledge relating to your experience in the requested service.
2. Qualifications and experience of other members of the professional's firm and experience of the firm in providing similar services to other public bodies, with special emphasis on experience in New Jersey. Transition plan and listing of other charter schools and/or school districts they have transitioned.
3. Interest Rates offered for each account.
4. Bank must provide information regarding their financial stability in the form the most recent ratings from Moody's, Standard and Poors, and/or Fitch. Alternative information supporting financial stability may be provided if national ratings service information is not applicable.
5. Bank's annual financial reports, other evidence of financial stability, customer satisfaction, etc. Any and all most recent SOC-1 and SOC-2 reports.
6. Evidence of participation in the Governmental Unit Deposit Protection Act insurance program (GUDPA).
7. Ability to perform the services in a timely fashion, including staffing and familiarity with the subject matter and the Board.
8. Location (distance) of primary office in relation to the Board's administrative offices.
9. Thoroughness and completeness of the applicant's submittal.

## 10. Cost.

EMPOWERMENT ACADEMY CHARTER SCHOOL reserves the right to award a contract to a firm or individual that best meets the needs and interests of the Board.

EACS reserves the right to negotiate the terms and conditions of a contract with the successful firm or individual to obtain the most income/cost advantageous services for the Board. The Board further reserves to reject the proposal if necessary.

### **TERMINATION:**

Either party may terminate the consultant agreement upon providing thirty (30) days written notice to the other party. Written notice shall be sent certified mail, return receipt requested.

### **PROPOSAL AWARD:**

EMPOWERMENT ACADEMY CHARTER SCHOOL of Hudson County will award a contract for banking services based upon the most advantageous proposal provided by the bank as determined by EMPOWERMENT ACADEMY CHARTER SCHOOL. EMPOWERMENT ACADEMY CHARTER SCHOOL retains the right to decide what services/proposal is in their best interest.

### **INFORMATIONAL ITEMS:**

1. **Operating Account** - EACS has an annual operating budget of approximately \$40 million, all of which flows through the general account. The average daily balance in SY25 was approximately \$8,400,000. In an average month, we write 150 checks, and make a minimal number of branch deposit. We also have approximately 250 wire or inter-account bank transfers made monthly into and from the account.
2. **Payroll and Payroll Agency Accounts** – Although our payroll accounts are zero balance accounts, there are residual balances in each. From the payroll account, we have an average of 15-20 transaction per month most of which are in the form of electronic transfers. We have occasional manual checks from this account. The agency account has about 5-10 wire or inter-account transfers made monthly into and from the account.
3. **Unemployment** – Has minimal monthly activity, all in electronic form.
4. **Summer Pay** – The Summer Pay Account holds funds withheld during the school year from 10-month contract employees. The monies are disbursed back to the employees during the Summer break. The account balance ranged from approximately \$19,000 in September to approximately \$769,000 at the end of June, 2025. The average balance was approximately \$400,000 during the prior school year.
5. **Enterprise Fund (Food Services)** – The Food Services account carries an average daily balance of approximately \$520,000. Generally approximately 35 monthly deposits, mostly electronic, and one electronic transfer per month.
6. **Money Market (Investment)** – Have minimal monthly activity, all in electronic form. Average monthly balances are \$38,000 and \$375,000 for the Flexible Spending and Unemployment accounts, respectively.

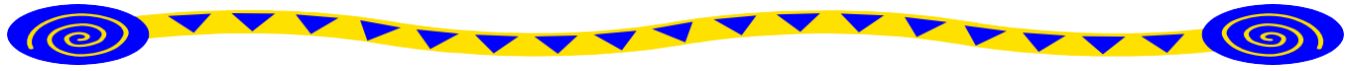
### **ADDITIONAL NOTES**

**Money Market Account** – The purpose of the Money Market Account (MMA) is to provide EACS with an account which will earn revenue for the school. The responder is encouraged to consider options for the MMA that maximizes the interest rate return without compromising security of the funds or their

liquidity. If the Operating Account is assigned a sufficient rate, the MMA may be unnecessary.

**Sweep Account** – EACS is considering using a sweep account if necessary to maximize earnings. The respondent should detail in their narrative what options can be offered in the form of a sweep account.

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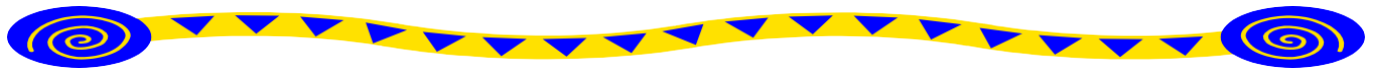


# **Request for Proposal**

## **RFP 2026-01**

# **PROPOSAL FORM AND REQUIRED DOCUMENTATION**

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



**Menachem Bazian**  
School Business Administrator/Board Secretary

To All Respondents

**REMINDER!**

Did you sign all of the documents?

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

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

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

**Menachem Bazian**  
School Business Administrator/Board Secretary

**EMPOWERMENT ACADEMY CHARTER SCHOOL**



**BANKING PROPOSAL  
EMPOWERMENT ACADEMY CHARTER SCHOOL**

Name of Bank: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name Title

NOTE: The fees/formulas/services indicated in this proposal are those, which will be in effect for the duration of the contract. The rate of interest (Item 2) is for informational purposes only, but **MUST** be completed. The bidder certifies that any fees or formulas for affixing the rate of interest or providing services will remain in effect for the duration of the contract.

The bidder also certifies that, should the bank be merged, sold, or consolidated, that this agreement shall be honored and remain in full and that the bank or financial institution will be responsible for any and all costs associated with the upgrading of computer software, printers or computer chips regarding the change in bank routing numbers, logos or any other charges on the bank accounts that are deemed necessary to process banking transactions.

Please include the following information in your RFP response:

1. Description of bank's website, including transactions that may be conducted through the site. (e.g., inter-account and wire transfers, ACH transactions, stop payment requests, current balance and transaction histories, etc.)
2. Current rate of interest on accounts as of the end of July 2025.
3. Formula for setting rate of interest (e.g. T-Bill plus 1 basis point)
4. Fixed Minimum Interest Rate:
5. Interest calculated on Bank Statement Balance, Collected Balances, Estimate of Percent of Collected Funds, Other. Explain:
6. Minimum balance required in account to collect interest (If applicable):
7. Any balance requirements, limits to number of transactions, etc. Explain funds availability policies.
8. Does the bank permit redeposit of NSF items?
9. Penalties for falling below minimum balance (if applicable):
10. List of any and all bank charges and fees, whether to be assessed periodically or transactionally.
11. Please provide the following formulas and calculations, if applicable:
  - a. Net monthly earnings calculation
  - b. Average daily ledger balance calculation
  - c. Reserve requirement
  - d. FDIC Insurance Assessment
  - e. Average daily float calculation
  - f. Average collected balance calculation
  - g. Compensating balance formula
  - h. Earnings Credit formula

12. Overdraft protection provided:
13. Accounts linked for any purpose?
14. Monthly maintenance charge (if applicable):
15. Transaction fees (if applicable, please list in detail):
16. Fee for daily courier/armored car services:
17. Time of day deposits and/or wires investments must be received for same day transactions.
18. Describe any enhanced banking services that would be provided to all employees of Empowerment Academy Charter School.
19. Provide locations of bank branches in close proximity to Empowerment Academy Charter School.
20. Describe in detail all additional services that would be offered to Empowerment Academy Charter School not previously listed above. Please include any fees, if applicable, associated with such services.
21. Please provide suggestions about how we may maximize our interest income with the services your bank provides.
22. Include all documents noted on page 4.
23. Any other features that you would like to be known.
24. All Proposals **MUST** be submitted to:

EMPOWERMENT ACADEMY CHARTER SCHOOL  
240 Ege Avenue  
Jersey City, NJ 07304  
Attn: Menachem Bazian, Business Administrator/Board Secretary

**On or before 10:30 AM on August 6, 2025**

Person Completing Proposal: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

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

**To be completed, signed and returned with the proposal**

## **ACKNOWLEDGEMENT OF ADDENDA**

RFP **2026-01**

Proposal Date: **August 6, 2025**

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

**ADDENDA NO.**

**ISSUING DATES**


☐ **NO ADDENDA RECEIVED**

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

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

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

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

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

## To be completed, signed and returned with the proposal

### AFFIRMATIVE ACTION QUESTIONNAIRE

#### Goods and Services Contracts

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

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No  
*If yes, please attach a copy of the plan to this questionnaire.*
2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No  
*If yes, please attach a copy of the certificate to this questionnaire.*
3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

Select "Online Submission/Payment of EE/AA Employee Information Report" and Please follow all the "Online Submission Instructions".

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury  
Division of Purchase and Property Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the Treasurer, State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to Empowerment Academy Charter School before the execution or award of the contract.

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

Signature \_\_\_\_\_

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

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

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

## **ASSURANCE OF COMPLIANCE**

### **Contact with Students**

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

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

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

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

When applicable, the contracted service provider shall provide to EACS prior to commencement of the contract, evidence or proof that each employee assigned to provide services and whose position involves **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. Reference NJDOE Broadcast 9/9/19

### **Pre-Employment Requirements**

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

<https://www.nj.gov/education/crimhist/preemployment/>

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

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

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

**To be completed, signed and returned with the proposal**

**EMPOWERMENT ACADEMY CHARTER SCHOOL**

**Chapter 271**

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

**N.J.S.A. 19:44A-20.26**

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

**Reportable Contributions**

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

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

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

**Certification**

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

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

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

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

**RFP No. 2026-01**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

<sup>1</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the

purpose of receiving contributions and making expenditures.”

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

**INSERT LIST OF AGENCIES  
WITH ELECTED OFFICIALS**

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## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## IF UNABLE TO CERTIFY



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## Part 2: Additional Information

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

**To be completed, signed, and returned with the proposal**

**NON-COLLUSION AFFIDAVIT**

**Banking Services**

RFP No. **2026-01**

Proposal Date: **August 6, 2025**

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Position in Company Name of Company

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

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

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

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

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

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

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

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

SEAL

STAMP

**To be completed, signed and returned with the proposal**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

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

**Part II Check the appropriate box**

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

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

**To be completed, signed and returned with the proposal**

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**Banking Services**

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

**References – Work previously done for Charter Schools/School Districts in New Jersey**

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

**Vendor Certifications**

**Direct/Indirect Interests**

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

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other things of value to any school official, board member or employee of EMPOWERMENT ACADEMY CHARTER SCHOOL.

**Vendor Certifications**

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

**Debarment Certification**

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

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**

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

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at:

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (July 2022)

## **AMERICANS WITH DISABILITIES ACT**

### **Equal Opportunity for Individuals with Disability**

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

The contractor and Empowerment Academy Charter School (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 Banking 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.