

**HIGH BRIDGE SCHOOL DISTRICT  
40 FAIRVIEW AVE  
HIGH BRIDGE, NJ 08829**

**REQUEST FOR PROPOSAL  
Competitive Contracting**

**A. PURPOSE:**

The High Bridge Board of Education is seeking proposals from qualified respondents as follows:

**Occupational Therapy Services**

**B. SCOPE OF SERVICE:**

The High Bridge Board of Education (hereinafter, “the Board”) is seeking proposals for Occupational Therapy Services to provide Educationally Based occupational therapy to a diverse population of student needs Preschool, K-8. The purpose of therapy is to facilitate the fundamental skills necessary to develop academic progress through collaboration with the Child Study Team and Teachers. A child may present with medical conditions that alter their life-style, however, in order for their therapies to be warranted in the schools, deficit areas must be impacting their education performance. These areas may include neuromuscular development, gross and fine motor skills, and self-help skills related to the school environment. The provision of the therapy services provided in the least restrictive environment will meet their academic and social needs. Educational services are defined in this Request for Proposals (hereinafter “RFP”) as Occupational Therapy. Any experience or knowledge of matters that directly affect the Board should be addressed.

**C. QUALIFICATIONS AND REQUIREMENTS OF RESPONDENTS:**

1. Must maintain a current principal office within the State of New Jersey.
2. Must describe any special services available to school board clients.
3. The Company must have at least (10) ten years’ experience in providing Occupational Therapy services to Boards of Education within the State of New Jersey.
4. Must be currently providing on-site placement of Occupational Therapy for at least three (3) New Jersey School Districts.
5. Must list all past and present school board clients.
6. Company must be in business for (5) years or more.
7. Must have the below licenses and registration:

- New Jersey State approved clinic agency
- New Jersey State Occupational Therapy license
- Registered with the national certification of Occupational Therapy Board

8. Insurance, Indemnification:

The bidder to whom the contract is awarded for any service work and when required by the Board of Education, 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	\$2,000,000 General Aggregate \$2,000,000 Products \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Combined Single \$1,000,000 Professional Liability \$1,000,000 Medical Malpractice Limit for Bodily Injury and Property Damage \$ 100,000 Pollution Cleanup \$ 50,000 Fire Damage \$ 5,000 Medical Expense
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Excess Umbrella Liability	\$4,000,000 \$1,000,000 Sexual Harassment
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Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
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(A) Insurance Certificate – When Required

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

High Bridge Board of Education  
 c/o School Business Administrator/Board Secretary  
 40 Fairview Ave  
 High Bridge, New Jersey 08829

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

**“High Bridge Board of Education is named as an additional insured”**

OTHER INSURANCES

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 for perusal. 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 contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board 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, attorneys 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 Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

9. Responsibilities of Occupational Therapy Services:

a. shall provide an initial evaluation of students referred by the Child Study Team) as may be necessary. In such cases, the therapist shall provide a written evaluation report. If a student is recommended for therapy, goals and objectives for IEP will be submitted. A Present Levels of Academic and Functional Performance Summary (with goals & objectives, if necessary) will be provided annually.

b. shall provide consultative, individual and/or group occupational therapy sessions. The occupational therapy sessions require direct contact to foster sensorimotor development, gross and/or fine motor skills to promote optimal functioning in the educational environment. The frequency and duration of sessions will be jointly determined by the team.

c. shall provide ongoing consultation to parent and/or teachers on an as needed basis for students receiving services as stated in IEP. For each such student, an additional 5-10 minutes will be added to the daily schedule for consultation, paperwork, phone, note writing, etc. If additional time is needed to prepare document for meeting, additional time may be added and billed according to Exhibit A.

d. shall be available in range of time on a specific day for occupational therapy services to be provided. If a child is absent from school, the time will be utilized for consultation, paper work evaluations, etc.

e. will attempt to provide coverage for a therapist when they are absent and all reasonable efforts will be made to make up therapy sessions if therapist is absent.

**D. CONTRACT PERIOD:**

The term of contract for Request for Proposal of Educational Staffing Services Firm shall be from January 1, 2020 through June 30, 2021 with the option for three (3) one-year renewal terms.

**E. PROVISION FOR STAFF: – Exhibit “A” – must be filled out.**

**F. COORDINATION OF ACTIVITIES:**

All activities for this contract will be coordinated through the Administrative Offices of the High Bridge Board of Education, 40 Fairview Ave, High Bridge, NJ, Christopher Jones, Business Administrator/Board Secretary, 908-638-6552, jonesc@hbschools.org.

**G. PRESENTATION PACKAGE – Submit the RFP Response**

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

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

The following shall be included in the presentation package:

1. Transmittal Letter - Proposal

Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by the Board.

2. Description of Services

All respondents should list all services to be rendered with their explanation in detail of how the services will be provided. Respondents by submitting a proposal acknowledge that they fully understand the scope of work, activity, and service.

3. Qualifications – Relevant Experience

All respondents shall submit evidence and documentation highlighting qualifications and experience they have that will assist the district in the evaluation of the proposal.

4. Fee Proposal

Must provide a detailed fee structure of per diem rates for employees possibly assigned to service the Board of Education. Exhibit A must be filled out and submitted.

5. Letter of Transmittal

The letter of transmittal is to be addressed and mailed to:

Christopher Jones, Business Administrator/Board Secretary,  
High Bridge School District  
40 Fairview Ave  
High Bridge, NJ 08829

**Reminder: The Letter of Transmittal and the Presentation Package are to be submitted with the RFP package.**

**H. SUBMISSION OF RFP PACKAGE:**

All RFP Proposal Packages, including the Letter of Transmittal and the Presentation Package are to be addressed to:

Christopher Jones, Business Administrator/Board Secretary,  
High Bridge School District  
40 Fairview Ave  
High Bridge, NJ 08829

Respondents are to include:

- One original RFP Package with original signature
- Two copies of the RFP Package.

**I. SUBMISSION DEADLINE:**

The deadline to submit all RFP Packages is Tuesday November 19, 2019, 11:00 am.

**J. EVALUATION OF PROPOSALS:**

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the Request for Proposal.

1. Demonstrated quality in the provision of well-trained, knowledgeable and experienced Occupational Therapists who can meet the needs of the district and its students - 15%
2. Demonstrated success in the field of Occupational Therapy - 15%
3. Experience of the firm in the provision of similar services - 10%

4. Competitive price structure and options for the services, including options for highly qualified and specially trained staff – 30%
5. Demonstrated ability of the firm to meet the minimum staffing levels and training requirements of the District – 10%
6. Demonstrated ability of the firm to exceed the minimum requirements of the District, including through the provision of staff exceeding the minimum level of training and certification required by the RFP – 10%
7. Overall knowledge and familiarity of the firm with the specific needs and operations of the District and similarly situated public school districts – 10%

**K. AWARD OF CONTRACT**

It is the intention of the Board of Education to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices.

**L. AUTHORIZATION TO WORK:**

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

**M. DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL:**

- a. Affirmative Action Questionnaire;
- b. Stockholders Disclosure Statement;
- c. Vendor Questionnaire/Certification;
- d. Chapter 271 Political Contribution Disclosure Form;
- e. Disclosure of Investment Activities in Iran;
- f. Non-Collusion Affidavit; and
- g. W-9.

**N. CONTRACTS:**

Upon notification of award of contract by the Board, the successful respondent shall sign and execute a formal contract agreement with the Board. Exhibit B is the form of contract that will be used for the successful bidder.

The successful respondent shall sign and execute said contract and return it together with documents required by the district such as but not limited to:

- Professional Liability Certificate;
- Criminal History Background evidence;
- Other required documents as may be outlined in the proposal specifications.

**O. AFFIRMATIVE ACTION REQUIREMENTS:**

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

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

**P. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and/or 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 resolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

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

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

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

**R. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44a-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing

is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

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

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

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

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a2, 3)

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

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6a:23a-6.3 (A2) Award of Contract.

**S. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Public Law 2012, c. 25, and N.J.S.A. 18A:18A-49.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification attached to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran.

**T. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretation should be made in writing to the Purchasing Agent and must be received at least ten (10) days prior to the date fixed for the opening of Proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18a:18A-21 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.



**U. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

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

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal.

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

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

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

Federal Tax ID Number \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_ Extension \_\_\_\_\_

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

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

**Agent's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

All proposals must be received no later than Tuesday, November 19, 2019 by 11:00 am.  
All proposals are to be sent to:

Christopher Jones, Business Administrator/Board Secretary,  
High Bridge School District  
40 Fairview Ave  
High Bridge, NJ 08829  
Phone # 908-638-6552 x1

## AFFIRMATIVE ACTION QUESTIONNAIRE

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

If yes, a copy of said approval must be submitted to the High Bridge Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

2. Our company has a New Jersey State Certificate of Employee Information Report.  
 Yes  No

If yes, a copy of the New Jersey State Certificate of Employee Information report must be submitted to the High Bridge Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

1. If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. You must complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy must be submitted to the High Bridge Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

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

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

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

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

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



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

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

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

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

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

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

## Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

\_\_\_\_\_  
Signature Printed Name Title

## **Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

<b>Contributor Name</b>	<b>Recipient Name</b>	<b>Date</b>	<b>Dollar Amount</b>
			\$

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

## Continuation Page

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE AFFIDAVIT**

In accordance with the Instructions to Bidders and the provisions of Chapter 33, Public Laws of 1977, State of New Jersey, N. J. S. A. 52:25-24.1, the undersigned hereby certifies the following Stockholder or Partnership information as complete and accurate:

**Stockholders or Partners Owning 10% or More of the Company Submitting Bid**

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Name of Stockholder/Partner \_\_\_\_\_ Address \_\_\_\_\_

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Name of Stockholder/Partner \_\_\_\_\_ Address \_\_\_\_\_

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Name of Stockholder/Partner \_\_\_\_\_ Address \_\_\_\_\_

---

Name of Stockholder/Partner \_\_\_\_\_ Address \_\_\_\_\_

Use other side for other stockholders/partners.

\_\_\_\_ No individual stockholder or partner owns ten percent (10%) or more of this corporation or partnership.

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Name of Contractor \_\_\_\_\_ Address \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name and Official Title)

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

State of \_\_\_\_\_ }

} SS

County of \_\_\_\_\_ }

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public \_\_\_\_\_



**THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID.**  
**Vendor Questionnaire/Certification**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_  
Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

References – Work previously done for School Systems in New Jersey

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

**Vendor Certification**

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Contributions

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

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

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

\_\_\_\_\_  
President or Authorized Agent

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, and N.J.S.A. 18A:18A-49.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, and N.J.S.A. 18A:18A-49.4, that the person or entity listed above for which I am authorized to submit a proposal:**

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

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

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

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

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

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the High Bridge School District is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the District to notify the District in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in**

**this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the High Bridge Board of Education and that the District at its option may declare any contract(s) resulting from this certification void and unenforceable.**

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

Signature:

\_\_\_\_\_

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

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

**EXHIBIT A**

<u>Occupational Therapy Classification</u>	<u>Company Billing Price</u>
School Based therapy (in district)	_____ Per hour
Home based therapy	_____ Per hour
Meeting attendance (IEP, CST, etc.)	_____ Per hour
Evaluations	_____ Per evaluation

**Pro-Ration of Pricing:** Proposals should indicate whether the vendor intends to pro-rate partial-hour services to the nearest half- or quarter-hour; however, pro-ration of services shall be mandatory and no vendor shall be paid for a full hour of services unless a full hour of services is actually provided.

**NOTE:** The Occupational Therapy services agency selected by the Board shall provide the following services **at no additional cost:**

1. All legally and professionally required supervision and/or training of therapists assigned to service the Board and its students. The Board shall be invoiced solely for direct services (e.g., evaluation, direct therapy, home services, etc.) of the therapist physically providing the service. The Board shall be responsible for the cost of only one therapist per assigned task unless the Board specifically requests more than one therapist. For example, the Board shall not be billed for both a supervisor and a OT or OT-trainee when a single duly-licensed OT is capable of providing the service.
2. Three (3) In-service Consultations/Presentations per contract year. The agency shall provide an Occupational Therapist to represent the agency in providing OT-related presentation(s) and/or consultations as may be determined by the Board. Examples of similar presentations/consultations include workshops for the Teacher Parent Advisory Committee, formal consultations with the Child Study Team (outside of the normal evaluation process), and Multi-Sensory integration consultations with staff.
3. It is the intent of the Board to contract with an agency that can meet the needs of the Board at all times without exception. Although the Board understands that a therapist may occasionally miss a scheduled session due to unexpected illness or similar issue, the Board expects all services to be regularly and consistently performed at the highest professional standards. To that end, the successful agency must ensure that any therapist assigned to the Board who will miss more than one (1) week of services must be replaced either temporarily or permanently without delay.

**EXHIBIT B**  
**AGREEMENT BETWEEN**  
**HIGH BRIDGE BOARD OF EDUCATION**  
**AND CONTRACTOR**

**AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_ in the year 2019

**BETWEEN** the Owner: High Bridge Board of Education

and the Contractor: \_\_\_\_\_

for the following Project: \_\_\_\_\_

The Owner and Contractor agree as follows:

**THE TERM**

The contract shall be effective for the period of \_\_\_\_\_ through \_\_\_\_\_, with an option to renew, if any, as noted in the specifications and as authorized by law. Any renewal beyond the initial one-year term is subject to the formal approval or disapproval of the Owner.

**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Request for Proposals/Invitation for Bids; the Proposal/Bid submitted by the Contractor; the Resolution of Award by the Owner; and any written changes thereto executed by both parties; all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. To the extent any of the Contract Documents contradict or otherwise conflict with each other, the terms and conditions most favorable to the Owner shall apply.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Should any aspect of the Work not be specifically contemplated by the Contract Documents, the Parties shall work collaboratively to address those aspects and confirm any changes or additions to the Contract Documents in writing signed by both Parties. In the event of a conflict between the Parties as to any such aspect of the Work not contemplated by the Contract Documents, the Contractor shall be required to perform said Work in accordance with the rates set forth in the Contract Documents and shall retain its rights to pursue an equitable adjustment of those rates solely with respect to those limited aspects of the Work in dispute.

**THE WORK**

The term "Work" means the provision of services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations. The Contractor shall fully perform the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**CONTRACT SUM**

The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of the Contract. If the Work is to be provided on a unit-price basis, the actual, final Contract Sum shall be determined on a per unit basis pursuant to the unit prices set forth in the Proposal/Bid, subject to additions and deductions as provided in the Contract Documents.

The **CONTRACTOR** and **OWNER** hereby bind themselves:

**CONTRACTOR'S** Authorized Representative:      **OWNER'S** Authorized Representative:

By: \_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Print Name

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

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