

**LITTLE FALLS SCHOOL DISTRICT  
32 STEVENS AVE  
LITTLE FALLS, NJ 07424**

**REQUEST FOR PROPOSAL  
Competitive Contracting**

**A. PURPOSE:**

The Little Falls Board of Education is seeking proposals from qualified respondents as follows:

**Behavioral Healthcare Services (BH Services)**

**B. SCOPE OF SERVICE:**

The Little Falls Board of Education (hereinafter, “the Board”) is seeking proposals for Behavioral Healthcare Services to provide Educationally Based Behavioral Healthcare Services 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 counseling, care coordination, school clearance assessment, and other related services. The provision of the Behavioral Healthcare 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 Behavioral Healthcare Services. Any experience or knowledge of matters that directly affect the Board should be addressed.

**C. QUALIFICATIONS OF CONTRACTOR:**

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 five (5) years’ experience in providing Behavioral Healthcare Services to Boards of Education within the State of New Jersey.
4. Must be currently providing on-site placement of Behavioral Healthcare Services for at least three (3) New Jersey School Districts.
5. Must list all past and present school board clients.
6. All staff, involved with servicing children, have undergone criminal background checks, and will be fingerprinted as required for employment and assignment pursuant to the requirements of N.J.S.A. 18A:6-7.1 to 7.5, and N.J.S.A. 18A:6-7.6 to 7.13
7. Must have the following licenses and registrations: - New Jersey State approved clinic agency - Registered with the national accreditation by The Joint Commission.

8. Insurance: 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. The below are minimum requirements if the bidder has secured higher limits, the board will be entitled to the greater limit of the policy. Limits should be stated on the Certificate of Insurance (COI).

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 \$ 5,000 Medical Expense
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Excess Liability	\$3,000,000 \$1,000,000 Sexual Assault and Molestation
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Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
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**Insurance Certificate (See Exhibit C for sample certificate with amounts filled in)**

- 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:

Little Falls Board of Education  
c/o School Business Administrator/Board Secretary  
32 Stevens Ave  
Little Falls, New Jersey 07424

- d. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate. The Certificate of Insurance should accompany a copy of the policy endorsement.

**“Little Falls Board of Education is named as an additional insured”**

OTHER INSURANCE

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. Workers' Compensation may include NJ Statutory. Certificate of Insurance indicating "statutory" limits. 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

(9) 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, reimbursement of reasonable attorneys' fees and cost of litigation) 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 its employees and agents or any of the Contractor's subcontractors employed by him or any of the subcontractor's employees or agents.

**D. RESPONSIBILITIES OF BEHAVIORAL HEALTHCARE SERVICES:**

- a. shall provide collaboration with identified schools' administration, faculty and staff (as defined by district) in program Implementation and identification of students in need of services
- b. shall provide Individual, group and family counseling focused on supporting students' academic success and mental health needs
- c. shall provide classroom observation and assistance in implementation of behavior plans to promote students' success
- d. shall provide crisis intervention services
- e. shall provide on-site school clearance assessments
- f. shall provide skills-development workshops for students (i.e. anger management, stress management, communication skills, substance awareness, suicide awareness - as determined by student/district need)
- g. shall provide four professional development workshops for District staff (i.e. bullying prevention, suicide prevention, Mental Health 101, behavior management, trauma informed schools - as determined by administration)
- h. shall provide four parent engagement workshops

- i. shall provide community outreach/in-home outreach to students/families to promote school attendance and participation in school-based services and/or link to additional resources
- j. shall provide case management and collaboration to ensure communication regarding the student's performance in school.
- k. 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 the therapist is absent.

**E. CONTRACT PERIOD:**

The contract period shall be from November 16, 2022 through June 30, 2023. The parties may, at their option, agree to renew the contract for up to three (3) one-year extensions, in accordance with the provisions of N.J.S.A. 18A:18A-42, which requires that the terms and conditions of the extension shall remain substantially the same as in the original contract, that the contract be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A. 18A:18A-42. Notice to exercise the option shall be provided to the Contractor no later than May 15 and the parties have until June 30 to reach an agreement on the option for the following school year.

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

- 1. One (1) full-time (up to or not to exceed 40 hours) therapist while school is in session. The therapist shall hold a license from one or more of the following state entities: Board of Social Work Examiners, Professional Counselor Examiners Committee, Board of Psychological Examiners or State Board of Marriage and Family Therapy.
- 2. One masters-level intern twenty-one (21) hours per week (based on availability, supervised by therapist/supervisor) while school is in session.
- 3. The therapist shall work under the direction and supervision of the Company and in conjunction with staff designated by the school.

**G. COORDINATION OF ACTIVITIES:**

All activities for this contract will be coordinated through the Administrative Offices of the Little Falls Board of Education, 32 Stevens Ave, Little Falls, NJ, Melissa Sanzari-Stevens, Business Administrator/Board Secretary, 973-256-7371, [mstevens@lfschools.org](mailto:mstevens@lfschools.org).

**H. INDEPENDENT CONTRACTOR**

The Company is an independent contractor. Neither the Company nor its employees are employees of the Board. The Company is responsible for the payment of salaries to its employees, taking the deductions required by law from the employee’s paycheck and remitting payment to the appropriate federal and state government entities.

**I. ANTI-BULLYING BILL OF RIGHTS ACT**

Contractor shall comply with all applicable provisions of the Anti-Bullying Bill of Rights Act, N.J.S.A. 18A:37-13.1 et seq., and the anti-bullying policy of the Board. Contractor and its employees shall verbally report any act of harassment, intimidation or bullying of a student of the Board on the same day on which the act was witnessed or on the same day on which reliable information that a student has been subjected to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure set forth in the Board's anti-bullying policy. The Contractor shall obtain a copy of the Board's or the school district's anti-bullying policy and information regarding the policy.

**J. COVID-19 PROTOCOL**

The Contractor shall ensure that all of its employees comply with any COVID-19 protocols currently employed by the Board and any that may be instituted in the future in response to the changing pandemic, including, but not limited to, masking, testing, and vaccination requirements. No employee who has tested positive for COVID-19 or who has been in close contact with someone who has tested positive for COVID-19 shall be assigned to provide services for the Board until he/she has quarantined for the recommended time period prescribed by the appropriate governmental agency and the Board and has tested negative for COVID-19.

**K. LAW AGAINST DISCRIMINATION**

The Contractor agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit D attached hereto and made a part hereof.

**L. LAWS**

The Contractor and its agents, servants and employees shall comply with all applicable laws, statutes, regulations, and ordinances and any other issued by any governmental entity. The Contractor shall also be bound by any and all of the Board's bylaws, policies and regulations. This agreement shall be governed by the laws of the State of New Jersey and in the event that the parties have a dispute or disputes that must be resolved through litigation, the parties consent to the jurisdiction of the Superior Court of New Jersey, County of Passaic, for any and all such disputes.

The Contractor and its agents, servants, and employees shall comply with all applicable federal, state, and local laws and Board policies regarding the confidentiality of student information and medical records, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99.33 (FERPA); the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320(d) et seq. (HIPAA) and the regulations promulgated thereunder.

**M. WAIVER**

No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

**N. 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 must 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/documentation verifying qualifications and details regarding prior experience.

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.

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

**O. SUBMISSION OF RFP PACKAGE:**

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

Melissa Sanzari-Stevens, Business Administrator/Board Secretary  
Little Falls School District  
32 Stevens Ave  
Little Falls, NJ 07424

Respondents are to include:

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

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

- a. Affirmative Action Questionnaire
- b. Stockholders Disclosure Statement
- c. New Jersey Business Registration Certification
- d. Certificate Vendor Questionnaire/Certification
- e. Chapter 271 Political Contribution Disclosure Form
- f. Disclosure of Investment Activities in Iran
- g. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- h. Non-Collusion Affidavit
- i. W-9.
- j. List all past and present school board clients

**Q. 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.

**R. SUBMISSION DEADLINE:**

The deadline to submit all RFP Packages is November 9, 2022, by 2:00 p.m.

**S. 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. Overall knowledge and familiarity of the firm with the specific needs and operations of the District and similarly situated public school districts – 30%
2. Competitive price structure and options for the services, including options for highly qualified and specially trained staff – 30%
3. Demonstrated success in the field of Behavioral Healthcare Services – 15%

4. Demonstrated quality in the provision of well-trained, knowledgeable and experienced Behavioral Healthcare professionals who can meet the needs of the district and its students - 15%
5. 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%

**T. 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.

**U. 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.

**V. 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.



**W. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractor may not subcontract any part of the work required to be performed for the Board without first receiving written permission from the Board.

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.

**X. AUTHORIZATION TO WORK:**

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

**Y. AFFIRMATIVE ACTION REQUIREMENTS:**

The Contractor shall submit to the Board, after notification of award but prior to execution of the 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;
- 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.

**Z. BUSINESS REGISTRATION CERTIFICATE:**

Respondents acknowledge that they will abide by all rules and regulations regarding the requirement for Business Registration Certificates for themselves and all sub-contractors, as detailed in N.J.S.A. 52:32-44 and that they and their sub-contractors will abide by all rules and regulations regarding Sales and Use Tax, as detailed in N.J.S.A. 54:32B-1 et seq. Information on the law and its requirements and penalties, regarding business certificates, is available by calling (609) 292-9292.

**AA. 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.

**BB. 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.

**CC. 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.

**DD. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

The Certification, which is part of this request for proposals pursuant to P.L. 2022, c.3, shall be properly executed and submitted prior to award of contract.

**REMEMBER TO FILL OUT NEXT PAGE IN FULL**

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 November 9, 2022 by 2:00 p.m. All proposals are to be sent to:

Melissa Sanzari-Stevens, Business Administrator/Board Secretary,  
Little Falls School District  
32 Stevens Ave  
Little Falls, NJ 07424  
Phone # 973-256-7371

**THIS PAGE MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH RFP.**

## 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 Little Falls 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 Little Falls 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 Little Falls 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: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY    }  
   } SS  
 COUNTY OF PASSAIC      } \_\_\_\_\_  
   } (Name of Bid/Project)

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the County of \_\_\_\_\_,

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the proposal for the above named project; that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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 percentage, commission, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ in accordance with N.J.S.A 52:32.15

(Name of Contractor)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ \_\_\_\_\_  
(Affiant's Signature)

\_\_\_\_\_  
(Seal) Notary Public of New Jersey \_\_\_\_\_  
(Print Affiant's Name)

My Commission expires \_\_\_\_\_, 20\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH RFP.**

# 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.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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







**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 Little Falls 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 Little Falls 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 Little Falls 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

**EXHIBIT A**

Service \_\_\_\_\_

Company Billing Price

Behavioral Healthcare Services

\_\_\_\_\_ Per Year

\_\_\_\_\_ Per Diem Rate

**NOTE:** The Behavioral Healthcare 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 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 therapist or therapist-trainee when a single duly-licensed therapist is capable of providing the service.
2. 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. If services are not rendered on the date when services are scheduled due to the absence of the therapist and the services are not made up within seven (7) days, the Board shall receive a credit at the per diem therapist rate.
3. Payment of services shall be made on a prorated monthly basis upon submission of a signed voucher and approval of payment by the Board.

**EXHIBIT B**  
**AGREEMENT BETWEEN**  
**LITTLE FALLS BOARD OF EDUCATION**  
**AND CONTRACTOR**

AGREEMENT made as of this \_\_\_ day of \_\_\_\_\_ in the year 2022

BETWEEN the Owner: Little Falls 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 two (2) 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 in the amount of \$\_\_\_\_\_ for each school year. A per diem rate for the services of a therapist is \$\_\_\_\_\_ for each school year.

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

Exhibit C – Certificate of Liability Insurance “Example”



HIGHB-3

OP ID: RG1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of such endorsement, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Brown and Brown Metro LLC P.O. Box 369 Roseland, NJ 07068-0369 Dominick S Cinelli	973-649-1900	CONTACT NAME: Dominick S Cinelli PHONE (A/C, H/S, Ext): 973-649-1900 FAX (A/C, H/S): 973-649-1000 EMAIL: ADDRESS:
INSURED: High Bridge BOE 40 Fairview Ave High Bridge, NJ 08829		INSURER'S AFFORDING COVERAGE:
		INSURER: School Alliance Insurance Fund
		INSURED 1: INSURED 2: INSURED 3: INSURED 4: INSURED 5:

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES DESCRIBED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REFERENCE TO A POLICY OR POLICIES ON ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE REFERRED TO, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY	TYPE OF INSURANCE	AGREEMENT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE ONLY <input type="checkbox"/> OCCUR <input type="checkbox"/> COMBINED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	SAMPLE	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if applicable) \$ 50,000 MED EXP (Any and all) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITIES \$ 2,000,000 Sexual Abuse \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOES ONLY <input type="checkbox"/> HIRED AUTOES ONLY <input type="checkbox"/> NON-OWNED AUTOES ONLY	<input type="checkbox"/> SCHEDULED AUTOES <input type="checkbox"/> NON-SCHEDULED AUTOES ONLY	SAMPLE	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (if applicable) \$ 1,000,000 BODILY INJURY (if applicable) \$ BODILY INJURY (if applicable) (if applicable) \$ OTHER DAMAGE (if applicable) \$
A	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	SAMPLE	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL RIGHTS AND REMEDIES EXCLUSIVE OF ACTING UNDER (Mandatory in NJ) <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	SAMPLE	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTHER C.L. EACH ACCIDENT \$ 1,000,000 C.L. DISEASE - PAID EMPLOYED \$ 1,000,000 C.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE (ACORD 104, Address: Remarks Schedule, may be attached / more space is required)  
 Holder is added as an additional insured with respects to written contract for Occupational Therapy Services.

CERTIFICATE HOLDER  High Bridge Board of Education School Business Administrator 40 Fairview Ave High Bridge, NJ 08829	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## EXHIBIT D

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [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.**

**The failure to submit such appropriate evidence will result in rescission of the contract.**