



Notice of Request for Proposals (RFP)

North Hunterdon-Voorhees Regional High School District (NHVRHSD) hereby advertises for competitive proposals for

BID # 23-01 Comprehensive Therapeutic Mental Health Wrap Around Program

RFPs must be submitted in a sealed envelope and delivered or mailed to the Office of the School Business Administrator/Board Secretary of NHVRHSD, 1445 State Route 31, Annandale, NJ 08801 and received on or before **Wednesday, May 31, 2023 at 10:00 A.M.** The envelope, and if the envelope is placed in a mailer, must be distinctly marked with the following information:

NAME & ADDRESS OF RESPONDENT

**Comprehensive Therapeutic Mental Health Wrap Around Program BID # 23-01
Wednesday, May 31, 2023 at 10:00 A.M.**

Specifications may be obtained on the website at www.nhvweb.net as well as at the **NHVRHSD Administrative Building**, 1445 State Route 31, Annandale, NJ 08801 **between the hours of 9:00 A.M and 2:00 P.M.** All RFP addenda will be issued on the website. Therefore, all interested respondents should check the website from now through the bid opening date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

The Board of Education reserves the right to reject any proposals, pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), N.J.S.A. 18A:18A-4(a-c), and 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.

Kathryn Blew, CPA
School Business Administrator/Board Secretary
North Hunterdon-Voorhees Regional High School District
1445 State Route 31, Annandale, NJ 08801

**NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
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This Form Must Accompany Bid Submission

Bidders Checklist

Required w/Bid

Submitted w/Bid

Bid Proposal Form (A6 and Exhibit A)	_____
Proposal Sheet Certification (A6 and Exhibit Aa)	_____
EEO/Affirmative Action Compliance Notice (A1 and Exhibit B)	_____
Political Contribution Form (A24 and Exhibit C)	_____
Non-Collusion Affidavit (A22 and Exhibit D)	_____
Bidders Acknowledgement of Receipt of Addenda (A20 and Exhibit E) <i>(to be completed if Addenda are issued)</i>	_____
Stockholder Disclosure Certification (A27 and Exhibit F)	_____
Statement of Suspension or Debarment (Exhibit H)	_____
Acceptance of Bid and Contract Award (A35 and Exhibit I)	_____
Technical Specifications (E. Required Information/Documents)	_____
Licenses of Staff Assigned (Technical Specifications and A38)	_____

Required Prior to the Issuance of a Contract within 7 Days.

(It is preferred these documents be included with the bid submission, but not required)

Affirmative Action Certificate or AA302 Form with Proof of Payment (A1)	_____
NJ Business Registration Certificate (A12)	_____
Insurance Certificate naming NHVRHSD as additional insured (A18)	_____
W-9 Form (A33)	_____
Disclosure of Prohibited Russia-Belarus & Iran Investment Activities (A36 and Exhibit G)	_____
Proof of Criminal History (Item D. Technical Specifications)	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____
Authorized Representative

Signature: _____ Print Name: _____

Title: _____

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Proposal Format and Content

This portion of the RFP includes instructions on the format Respondents should follow in preparing and submitting their proposals.

Respondents are required to respond to all requests identified in this RFP.

While there is no intent to limit the contents of any proposal, proposals should conform to the format outlined below to ensure that all pertinent information necessary for the evaluation is included and to facilitate review.

Tab 1 Table of Contents Page/Page Identification Include a Table of Contents and number the pages in the proposal consecutively.

Tab 2 Original RFP document with integrated responses for A. Requirements & Conditions - A1 through A38. (Do not include Bid Proposal Form (Exhibit A) in this section - see Tab 4)

Tab 3 Technical Specifications Responses - Responses should be in the same numerical format and order as the requirements you are responding to.

Tab 4 Bid Proposal Form

Tab 5 Any Additional Information

Competitive Contracting

TECHNICAL SPECIFICATIONS

Mrs. Kathryn Blew
School Business Administrator/Board Secretary

**REQUEST FOR PROPOSALS FOR
Comprehensive Therapeutic Mental Health Wrap Around Program**

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
Comprehensive Therapeutic Mental Health Wrap Around Program BID # 23-01
Wednesday, May 31, 2023 at 10:00 A.M.

A. Purpose of Proposal

The Purpose of this Request for Proposals (RFP) is to obtain information for a comprehensive therapeutic mental health wrap-around program provided by licensed professionals to students in public school districts. The services will include a comprehensive therapeutic mental health program for a designated number of students at North Hunterdon and Voorhees High Schools. The successful proposal(s) shall comply with all local, state, and federal directives, orders and laws applicable to this request.

B. Introduction and Background of District

The North Hunterdon-Voorhees Regional High School District, located in Hunterdon County, NJ is comprised of two High Schools 9 – 12 grades, approximately 2,500 students and 350 staff. The district has multiple special education programs and an extensive extra-curricular and interscholastic athletic program.

C. Scope of Services and/or Program Requirements

Services that shall be provided include, but are not limited to, the following:

- Lion Pride Academy
 - One (1) full-time NJ licensed mental health professional at North Hunterdon High School for the 2023-2024 school year.
 - Caseload up to 15 students
 - Daily group counseling sessions
 - Weekly individual therapy sessions
 - Monthly family engagement sessions
 - Weekly parent feedback and consultation
 - Crisis intervention support beyond the school day
- North Hunterdon High School
 - Tier 3 Wrap-around services
 - Group counseling sessions
 - Weekly individual therapy sessions
 - Additional therapy sessions as needed
 - Monthly family engagement sessions
 - Weekly parent feedback and consultation
 - Crisis intervention support beyond the school day

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- Case Management: coordinating linkages and ensuring ongoing collaboration with complimentary providers
- Tier 2 Services
 - Group counseling sessions
 - Individual therapy session
 - Parent feedback and consultation
 - Additional therapy sessions as needed
 - Case Management: coordinating linkages and ensuring ongoing collaboration with complimentary providers
- School-Wide Support
 - Monthly support team meetings to provide updates and feedback.
 - School clearances for students determined to be at-risk to self or others following initial risk assessment by school staff.
 - Support groups
 - Professional development for district staff
 - Parent engagement sessions
- Voorhees High School
 - Tier 3 Wrap-around services
 - Group counseling sessions
 - Weekly individual therapy sessions
 - Additional therapy sessions as needed
 - Monthly family engagement sessions
 - Weekly parent feedback and consultation
 - Crisis intervention support beyond the school day
 - Case Management: coordinating linkages and ensuring ongoing collaboration with complimentary providers
 - Tier 2 Services
 - Group counseling sessions
 - Individual therapy session
 - Parent feedback and consultation
 - Additional therapy sessions as needed
 - Case Management: coordinating linkages and ensuring ongoing collaboration with complimentary providers
 - School-Wide Support
 - Monthly support team meetings to provide updates and feedback.

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- School clearances for students determined to be at-risk to self or others following initial risk assessment by school staff.
 - Support groups
 - Professional development for district staff
 - Parent engagement sessions
-
- The mental health professionals, if directed to do so, shall attend IEP meetings and Section 504 Committee meetings.
 - The mental health professionals, if directed to do so, shall provide school and community based programs focused on mental health.
 - The mental health professionals, if directed to do so, shall provide professional development workshops for staff.
 - The mental health services detailed in this proposal shall occur during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the school during evening hours at the discretion of the mental health service provider.
 - Complete intake and evaluation services for newly referred students.
 - Home visits for school avoidance to encourage and enhance school attendance
 - Weekly/continuous progress monitoring provided (data gathering, documentation)
 - Monitor and report on the comprehensive quality management of the program (medical issues/documentation)
 - Weekly administrative meetings on the progress monitoring of each student enrolled in the program
 - Dedicated Program Coordinators assigned to VHS and NHHS
 - Clinical Counselors located full time on-site
 - Regional Director to make weekly visits and monthly administrative updates
 - Specific protocols for collecting feedback from parents and school staff
 - Prepare and support a Self-Contained therapeutic program
 - Must follow all district protocols for student management and crisis
 - Development/demonstration of specialized behavioral leveled system
 - Protocols for substance abuse intervention
 - Psycho/educational component geared toward social and life skills curriculum
 - School avoidance intervention protocols
 - Quarterly objective data for Board level presentation.
 - Out of district placement status updates for students in comprehensive wrap-around therapeutic program

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D. Qualification of Respondents

- All individuals either self-employed or employed by a clinic or agency shall have the proper licensing from the State of New Jersey to provide mental health services.
- All applicants shall be duly authorized to do business by the State of New Jersey.
- Any clinician working in the North Hunterdon-Voorhees Regional School District shall not work privately with any student enrolled in the NHVRHSD.
- Competency, fitness and financial responsibility of contractors and any subcontractors will be considered in making the award. If required, they shall support their claims of competency, fitness, and financial responsibility with evidence satisfactory to the Board of Education.
- All applicants must have sufficient staff to perform part or all therapeutic services required by the Board of Education.
- All applicants must successfully complete criminal history review as required by the New Jersey Department of Education. The successful applicant shall provide to the Board, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. Failure to provide a 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.

E. Required Information/Documents

All proposals shall include at a minimum the following information and documents:

1. Names of all individual(s) who will perform required tasks as well as a listing of their qualifications, certifications and licenses.
 - a. Identify the person(s) who will be primarily responsible for performing the required services and provide a description of the experience of the primary person(s) with providing the required services, with a copy of their résumés.
 - b. Identify the person(s) who will serve as back up to the primary person(s) and provide a description of the experience of the backup person(s) with providing the required services, with a copy of their résumés.
2. Detailed description of your ability to provide services (as detailed in the Scope of Services/Program Requirements) in a timely fashion including a description of your staffing and a description of your experience in providing the required services, including:
 - a. A detailed description of how you will provide the required services, including all pertinent information that would substantiate your ability to successfully perform the services required.

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- b. The number of employees that will be made available to the Board of Education in order to provide the required services. Continuity of services to students by the assignment of a single service provider within a category of service to work with a specific student is extremely important. Therefore, the provision of assurances that such continuity of a service provider shall occur, barring unforeseen emergencies, is a necessary element of any successful proposal submission.
- c. List of a minimum of three (3) current Board of Education clients, with contact names, titles, and telephone numbers, and a description of the services being provided relevant to the completion of the services requested in this RFP
- d. A summary of your demonstrated ability to manage contracts to provide the required services in educational settings of a similar size and scope, including your history in providing educational related services to students with disabilities in educational settings. Applicants with experience serving this population shall be preferred.
- e. A description of your recruiting, hiring, credentialing, and evaluation process.
- f. Detailed information regarding meetings and communication with the Board and its personnel.
- g. A description of all related services which you will provide at no additional cost to the Board of Education.
- h. A description of other related services which you can provide to the Board of Education at an additional cost.
- i. Any contractual or personal relationship that exists or has existed between the contractor and any subcontractors and their employees and the North Hunterdon-Voorhees Regional High School District Board of Education and/or its employees.

F. Evaluation and Selection

Criteria

The District intends to use the following criteria (when/where applicable) as evaluating factors for all proposals submitted out of 100 points: (See RFP evaluation form at end of technical specs) The evaluation will be performed by district administrative staff.

TECHNICAL

- 1. Respondents should list all services to be rendered with their explanation in detail on how they will provide the services and/or meet the program requirements. The proposal should demonstrate a clear understanding of the scope of work and of the goals and objectives of the district with reference to the RFP.

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2. Respondents shall also provide evidence of how services of similar type were provided to other public/private schools in New Jersey within the past five (5) years.
3. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed
4. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

MANAGEMENT

1. Business Organization Capacity

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

- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual, including a brief historical and current summary of the organization.
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members who will be assigned to this contract; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

2. Qualifications; Relevant Experience

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

- Evidence of providing services as listed in the specifications to public/private school districts for a minimum of at least five (5) years;
- Three (3) letters of recommendation from public/private school districts in New Jersey;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications; (If Applicable)
- Availability of personnel, facilities, equipment and other resources to provide the services requested. (If Applicable)

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COST

1. Fee Proposal

Respondents are to submit a fee proposal and schedule (if applicable) that is clear and precise, and compliments the service that is being requested by the school district. If necessary, please itemize and list all relevant additional fees on your proposed cost sheet.

Annual all-inclusive cost for one (1) full time mental health professional at the Lion Pride Academy at North Hunterdon High School:

\$_____

Annual all-inclusive cost for the necessary mental health professionals at both North Hunterdon High School and Voorhees High School based on the needs of the schools defined in the "Scope of Services and/or Program Requirements" section :

\$_____

Scoring – Methodology of Awarding Contracts

The State Comptroller recommends the following:

- Weighting of criteria should be used with some criteria to be determined more important than others.
- Scoring and evaluation process should be well documented.

You are required to prepare an Evaluation Scoring Sheet assigning points to the criteria based upon importance.

Scoring of Technical, Management and Cost Criteria

	<u>Category</u>	<u>Value Points</u>
I.	Technical	30
II.	Management	30
III.	Cost	40

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Assigning Points to Criteria and Evaluation Rubric

The district is to assign points based upon the relative importance of each criteria. The district has also prepared and attached to the RFP, an Evaluation Rubric which may offer in more detail the evaluation and scoring process.

Evaluation of Proposals – School Business Administrator/Evaluation Committee

A committee **may** be selected to assist the School Business Administrator in the evaluation of proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. For Competitive Contracting proposals, the School Business Administrator shall prepare a report evaluating and recommending the award of contract. N.J.S.A. 18A:18A-4.5 (d).

Committee members will be identified in the final report submitted to the Board and also in the award of contract resolution.

G. Presentations and Interviews

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

H. Miscellaneous

Contractor's literature and/or pricing sheets **will not** be accepted in lieu of completing the proposal blank(s) as set forth in these specifications.

NHVRHSD reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective Respondent as required by law.

All forms shall be completed and attached to the bid proposal. Respondent is alerted to the bid document checklist on page 2.

NHVRHSD is not liable for any costs incurred for the preparation or submission of any proposals.

Failure to supply all information required by the Request for Proposals (RFP) will be deemed non-responsive and will eliminate the Respondent from the RFP process.

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1. Evaluation Rubric – Mental Health Services RFP Evaluation Form All items are worth 2.5 points unless otherwise noted.
2. Mental health service shall provide an appropriate number of NJ licensed mental health professionals at North Hunterdon School, one (1) full-time NJ licensed mental health professional at the Lion Pride Academy at North Hunterdon High School and an appropriate number of NJ licensed mental health professionals on site at Voorhees High School for the 2023-2024 school year.
3. Staffing service shall ensure that all staff placed in North Hunterdon-Voorhees Regional High School District have the proper credentials, medical clearance and appropriate background checks to work in a New Jersey Public School.
4. Mental health service shall provide the following services to each student: one (1) individual or family psychotherapy session each week for each student; group therapy session.
5. The mental health professionals, if directed to do so, shall attend IEP meeting and Section 504 Committee meetings.
6. The mental health professionals, if directed to do so, shall provide up to four (4) hours of in-service training to certificated and non- certificated staff.
7. The mental health services detailed in this proposal shall occur during normal school hours on regularly scheduled school days, and some individual family therapy sessions may be scheduled at the school during evening hours at the discretion of the mental health service provider.
8. Please describe in detail the proposer's recruiting, hiring and credentialing processes for the State of New Jersey.
9. Resumes of company personnel that will be assigned to handle the District's account.
10. Provide detailed info regarding meetings and communication with client.
11. Brief description of company background.
12. Describe your proposed fee structure, including all fees, taxes, surcharges, possible expenses or any other charges that will or may be charged to the District.
13. Provide a complete description of the billing process for services rendered.
14. Provide a sample copy of the proposer's contract.
15. A description of other services your company will provide at no additional cost to the BOE.
16. A description of other services available to the BOE for additional compensation.
17. A plan to provide home visits for school avoidance to encourage and enhance school attendance.
19. Monthly Newsletter to the school community that gives current topics, strategies for working with emotional and behavior problems.

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20. Weekly/continuous progress monitoring provided (data gathering, documentation)
21. Monitor and report on the comprehensive quality management of the program (medical issues/documentation)
22. Weekly administrative/support staff meetings on the progress monitoring of each student enrolled in the program.
23. Dedicated Program Coordinators assigned to VHS and NHHS.
24. Regional Director to make weekly visits and monthly administrative updates.
25. Specific protocols for collecting feedback from parents and school staff.
26. Prepare and support a Self-Contained therapeutic program. 3 points
27. Development and Implementation of two distinct curriculums (classroom and group therapy) 7 points
28. Specific therapeutic program design, including the number of students which can be served within each therapeutic program. 5 points
29. Number of students per day, number of students per group, number of groups.
30. Integration of standards based curriculum aligned to be eligible for high school credit.
31. Supplemental/differentiated curriculum development of a full wrap around program.
32. Protocols for student management and crisis intervention.
33. Plan for crisis evaluation and safety clearance.
34. Development/demonstration of specialized behavioral leveled system.
35. Protocols for substance abuse intervention.
36. Psycho/educational component geared toward social and life skills curriculum.
37. School avoidance intervention protocols.

Total Available Points: 100

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A. REQUIREMENTS AND CONDITIONS

A1. Affirmative Action Requirements

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

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:24-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance along with a copy of proof of payment to be completed by the Contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of the bid (See Exhibit B).

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.

A2. 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.

A3. Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

A4. Challenges of Bid Specifications (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids.

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Challenges filed after that time shall be considered void and having no impact on NHVRHSD or the award of the Contract.

A5. Compliance with all Laws – (where applicable)

The Contract is governed by the New Jersey Public School Contracts Law, N.J.S.A. 18A;18A-1 et seq. Contractor shall comply with all Federal and State Laws, county and local ordinances, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

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

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

A6. Bid Proposal Form and Proposal Sheet Certification

All bids are to be typed or written in ink in a legible manner on the official Bid Proposal Form (Exhibit A). Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Proposal Sheet Certification (Exhibit Aa) and the Bid Proposal Form (Exhibit A) must be duly signed by the authorized representative of the company in the appropriate space. **Failure to sign the Bid Proposal Form and the Proposal Sheet Certification may be cause to disqualify the entire bid.** If the Bid Proposal Form contains more than one sheet, the bidders are required to affix the company name and address on each intervening sheet.

NHVRHSD will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive.

A7. Document Signatures – Original, Blue Ink Preferred

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 bid package may be cause for disqualification and for the bid to be rejected. NHVRHSD will not accept facsimile or rubber stamp signatures.

A8. Performance Bond (not applicable)

A performance bond of one hundred percent (100%) of the estimated amount of the contract must be submitted within ten (10) days of notice of award. A corporate surety licensed to do business in the State of New Jersey must issue the executed performance bond.

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A9. Contracts

A9.1 Award of Contract

After review of the Evaluation Committee Report, the NHVRHSD will award an Agreement to the Respondent(s) as deemed most advantageous within a competitive range, taking into consideration the evaluation factors set forth in this document.

NHVRHSD reserves the right to reject any and all proposals pursuant to law and to waive any informalities and to take such alternates that NHVRHSD feels are in the best interests of its district.

A9.2 Term of Contract

The contract shall be for a term of one (1) year, beginning July 1, 2023, with the option of up to two (2) one-year renewals, if elected and mutually agreed to by the awarded vendor(s) and NHVRHSD pursuant to N.J.S.A. 18A:18A-42. Continuation of the terms of this contract beyond the fiscal year is contingent on the availability of funds in the following year's budget.

A9.3 Return of Contracts and Related Contract Documents -

Upon notification of award of contract by NHVRHSD, the successful respondent shall sign and execute a formal contract agreement between NHVRHSD and the respondent, ***when required***.

If a formal contract is not required by NHVRHSD, these bid documents, the bidder's proposal and the Notice of Award issued by the NHVRHSD shall constitute the contract between NHVRHSD and the successful bidder. Additionally, any approved and signed purchase order will constitute a contractual agreement between the vendor and the District. When a formal contract is required the successful respondent shall sign and execute said contracts and return said contracts along with the following;

1. Performance Bond in the total amount of the contract (if applicable),
2. Insurance Certificate with NHVRHSD as an additional insured,
3. Other required documents as may be outlined in the specifications.

The executed contracts and related documents must be returned to Kathryn Blew - School Business Administrator/Board Secretary, 1445 State Route 31, Annandale, NJ 08801 within seven (7) days of receipt of notification of award. 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 the annulment of award by NHVRHSD. NHVRHSD may then, at its option, accept the bid of the next responsive/responsible bidder with the most accumulated points.

A9.4 Purchase Order Required; Notice to Proceed

No Contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 30 days after the contract expiration.

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A10. Failure to Enter into Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract, NHVRHSD may then, at its option, accept the bid of the next responsive/responsible bidder with the most accumulated points.

A11. Scope of Services – (Open-Ended Contracts, Purchase as Needed)

It is understood by all parties that no guarantees are made as to the scope of services, and that the price offered shall prevail for the life of the contract. It is understood by all parties that no guarantees are made as to the service to be purchased. No minimum purchase is implied or guaranteed.

A12. Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall prior to the award of the contract provide a copy of the “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.

A13. Definitions

All references to “bid” and “proposal” shall mean the proposal submitted in response to this RFP. All references to “successful bidder” and “contractor” shall mean the company who is awarded the contract for the services covered by this RFP.

A14. Compliance with all Laws and Requirements of this RFP

Special attention is called to the requirements for Insurance coverage (Public Liability, Property Damage, Workmen’s Compensation, Social Security Act, Labor, Employment, Unemployment, etc.), as well as Prevailing Wage requirements, Discrimination in Employment laws and regulations and assignment of contract prohibitions (if applicable).

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

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

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

At the Board’s option, and if it is determined that the services provided may involve contact with students, Contractor and any of Contractor’s employees who will be providing services shall comply with N.J.S.A. 18A:6-7.1 et seq., with respect to any employee who will be performing work on Board premises.

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A15. Reports

Every Contractor must provide the NHVRHSD with a monthly report with the hours and details of work performed.

A16. Documents, Missing/Illegible

The bidder shall familiarize himself with all forms provided by NHVRHSD that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact Kathryn Blew at NHVRHSD, kblew@nhvweb.net or (908) 735-2846 ext. 5102 for duplicate copies of the forms. This must be done before the bid date and time. NHVRHSD accepts no responsibility to any bidder who does not receive a complete bid package in time for the bidder to submit with his bid.

A17. Force Majeure

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement is 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 NHVRHSD to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

A18. Insurance

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 limits of \$1,000,000 per occurrence and \$2,000,000 General Aggregate limit for Bodily Injury, Property Damage, Personal and Advertising Injury, and Products and Completed Operations Liability. Must include Abuse and Molestation coverage with a minimum limit of \$1,000,000. Must name Board of Education as Additional Insured for ongoing and completed operations.
- Automobile Liability with a limit of \$1,000,000 Combined Single of Liability for Bodily Injury and Property Damage for all owned, leased, non-owned and hired vehicles
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence including cyber extortion coverage.
- \$4,000,000 Umbrella Liability coverage excess over the Commercial General Liability, Auto Liability and Workers Compensation Employer's Liability

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- Professional Liability covering the services provided with a limit of \$1,000,000 per occurrence
- Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States including Employer's Liability limits in the amount of:

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

Within seven (7) days of notice of intent to award, a certificate of insurance shall be submitted naming North Hunterdon High School, 1445 State Route 31, Annandale, NJ 08801 and Voorhees High School, 256 County Road 513, Glen Gardner, NJ 08826 as additional insured.

A19. Indemnification

The Contractor shall indemnify and hold harmless the NHVRHSD, its board members, agents, servants, officers and employees from any and all claims, liability, damages, fines, fees and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent, reckless or intentional act of the Contractor, its subcontractors, agents, servants, officers and/or employees, or anyone else for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Section by an employee or agent of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits.

The Contractor shall also indemnify and hold harmless the NHVRHSD, its board members, agents, servants, officers and employees from and against any costs and expenses (including reasonable attorney and consultant fees and costs) incurred in enforcing any of the Contractor's defense, indemnity and hold harmless obligation under this Contract.

A20. Interpretations and Addenda

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, via email, to NHVRHSD attention: Kathryn Blew, kblew@nhvweb.net and **must be received no later than 4:00 P.M. on May 12, 2023**. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications, and published in accordance with N.J.S.A. 18A:18A-21(c) no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract documents.

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A21. Liability-Copyright

The Contractor shall hold and save NHVRHSD, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

A22. Non-Collusion Affidavit

A notarized Non-Collusion Affidavit shall be submitted with the bid (See Exhibit D).

A23. Payments

Mandatory "Net 30" payment terms will not be honored. Every effort will be made to pay vendors and Contractors within thirty (30) to sixty (60) days provided NHVRHSD receives the appropriate documentation including but not limited to:

- | | |
|-------------------|-------------|
| 1) Signed voucher | 2) Invoices |
|-------------------|-------------|

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the district unless otherwise agreed to by written contract or mandated by law. NHVRHSD, at its discretion, may make partial payments. All payments are subject to approval by the formal board at a public meeting. Payment may be delayed from time to time depending on the meeting schedule.

Invoices

The invoice created by the Contractor must clearly outline the goods and services rendered and the date(s) rendered.

All invoices must include the following information;

1. The invoice must include the full name and address of the company.
2. The invoice must include the purchase order number.
3. The invoice must have the company's invoice number that may be used as reference.
4. Goods and services rendered.
5. NHVRHSD bid name & number

A24. Political Contributions Disclosure – Requirements

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

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

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

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

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

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Chapter 271 Political Contribution Disclosure Form – Required - N.J.A.C. 6A:23A-6.3 (a4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form (See Exhibit C). Respondents' disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

A25. 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 the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at www.elec.nj.us.

A26. Acquisition, Merger, Sale and/or Transfer of Business, Etc.

It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party; all obligations are transferred to that new party, which new party shall be required to submit all mandatory documentation as required by State law. In this event, or in the event that the Contractor files for bankruptcy, NHVRHSD shall have the right to terminate the contract, in its sole discretion.

A27. Stockholders' Disclosure

Bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be (See Exhibit F).

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed.

A28. Subcontracting; Assignment of Contract

Subcontracting is not allowed for the purposes of this RFP.

A29. Taxes

As a New Jersey governmental entity, the NHVRHSD 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.

Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished. Contractors may not use the District's tax exempt status to purchase supplies, materials, service or equipment.

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A30. Termination of Contract

A30.1 Default - If NHVRHSD determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based or that the Contractor has failed to perform any required service, duties and/or responsibilities to NHVRHSD in a timely, proper, professional and/or efficient manner, then NHVRHSD shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.

Notwithstanding the above, NHVRHSD will attempt to give the Contractor all reasonable opportunities to cure any defect in Contractor's performance or compliance with the contract. Any decision by NHVRHSD to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of NHVRHSD's rights nor shall any such decision be binding against the NHVRHSD with respect to future acts of default by the Contractor.

In the event that NHVRHSD terminates the contract based upon Contractor's default, NHVRHSD expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon NHVRHSD's prior negative experience with the Contractor. Accordingly, Contractor should take care to fully and accurately comply with all contractual requirements.

Termination by NHVRHSD of the contract does not absolve the Contractor from potential liability for damages caused to the NHVRHSD by the contractor's breach of this agreement. NHVRHSD may withhold payment due the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold NHVRHSD harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

A30.2 Unconditional Termination for Convenience - The contract may be terminated by NHVRHSD for convenience without any liability or penalty to NHVRHSD except that the Contractor shall be paid for services rendered prior as previously agreed to. In no event shall NHVRHSD be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or any other claim by the Contractor other than the direct and agreed upon cost of the goods and/or services.

A30.3. Termination by NHVRHSD for Reasons Other Than Default or Convenience
NHVRHSD may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

A31. Withdrawal of Bids

The School Business Administrator may consider a written request from a respondent to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any respondent who has been granted permission to have his/her

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bid withdrawn cannot re-submit a bid for the same advertised bid project. That respondent shall also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

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

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

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary and other interested administrators; and/or the Board Attorney and a recommendation will be made to the NHVRHSD. If NHVRHSD grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn, the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee (if any) will be forfeited and become the property of NHVRHSD.

A32. Customer Service Contact

Contractor MUST designate one person as "point of contact" for issues pertaining to ALL services awarded through this bid. The Contractor agrees to assign a senior-level employee (one authorized to make decisions) to the NHVRHSD account who shall have working knowledge of this contract.

A33. W-9

Contractors are required to submit a W-9 form with their submission. This form is available at the following link; <http://irs.gov/pub/irs-pdf/fw9.pdf>.

A34. Disclosure of Proposal

NHVRHSD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore NHVRHSD adheres to all statutes, court decisions and the opinion of the State of NJ regarding the disclosure of proposal information.

A35. Acceptance of Bid and Contract Award

This document is to be partially completed and included in the submission. In the event an award is made, a copy will be signed and returned with the award letter (Exhibit I).

A36. Disclosure of Prohibited Russia-Belarus and Iran Investment Activities

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

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A37. Source of Specifications

Bid packages are available from www.nhvweb.net at no cost to the bidder. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. NHVRHSD is not responsible for third party supplied specifications.

A38. License/Permit/Certification - (if applicable)

Contractor shall hold such valid licenses, permits and/or certifications for the life of the contract. Copies of such shall be included with the bid submission.

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This Form Must Accompany Bid

Exhibit A

Bid Proposal Form

COST

Fee Proposal

Respondents are to submit this fee proposal and schedule (if applicable) that is clear and precise, and compliments the service that is being requested by the school district. If necessary, please itemize and list all relevant additional fees below.

Annual all-inclusive cost for one (1) full time mental health professional at the Lion Pride Academy at North Hunterdon High School:

\$ _____

Annual all-inclusive cost for the necessary mental health professionals at both North Hunterdon High School and Voorhees High School based on the needs of the schools defined in the "Scope of Services and/or Program Requirements" section :

\$ _____

Additional Fees Itemized (if applicable)

Signature of Authorized Agent: _____

Name (Print): _____ Date: _____

Title of Authorized Agent: _____

Phone #: _____ Email Address: _____

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This Form Must Accompany Bid

Exhibit Aa

Proposal Sheet Certification

The bidder named below hereby certifies as follows:

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the NHVRHSD 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 proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. 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 Board of Education.
- V. That I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.
- VI. That my company is not debarred from doing business with any public entity in New Jersey or the United States of America.
- VII. 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.
- VIII.. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- IX. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- X. The undersigned hereby acknowledges that they will work with NHVRHSD and its member districts to ensure satisfactory completion of any and all projects and deliverables.

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. _____	_____	_____	_____

Company Name: _____

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Address: _____

Contact Name (Print): _____ Title: _____

Phone # & Ext.: _____ Fax #: _____

Email Address: _____

FEIN No.: _____ Years in Business: _____ Number of Employees: _____

Signature of Authorized Agent: _____

Name (Print): _____ Date: _____

Title of Authorized Agent: _____

Phone #: _____ Email Address: _____

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This Form Must Accompany Bid

Exhibit B

EEO/Affirmative Action Compliance Notice
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Goods, Professional Service and General Service Contracts

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the NHVRHSD and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the NHVRHSD files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the NHVRHSD, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program?

Yes_____ No_____ If yes, please submit a photostatic copy of such approval.

2. A certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.D. 17:27 et seq. The vendor must provide a copy of the Certificate to the NHVRHSD as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes_____ No_____ If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the NHVRHSD **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company_____ Signature_____

Print Name_____ Title_____ Date_____

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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 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 opportunities 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 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 the 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 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

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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:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report; or
- 3-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_complicance).

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.

Acknowledged: Vendor Name: _____

By: _____

Date: _____

For Further information: http://www.state.nj.us/treasury/contract_complicance/pdf/pa.pdf

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
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Exhibit C

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

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

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

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Exhibit D

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

SS:

I, _____ of the City of _____
(name of affiant) (name of municipality)

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 firm of _____
(title of position) (name of firm)

_____ the bidder making this Proposal of the above named project, and that I executed the said proposal with full authority so to do; 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, made with full knowledge that the NHVRHSD 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 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 commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15)

Name of Contractor

Bidder's Signature

Type or Print Name of Bidder

Subscribed and sworn to before me
This day of _____

Seal Notary Public

My Commission expires _____ 20____

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Exhibit E

Bidder's Acknowledgement of receipt of addenda to bid documents

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications and bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. (Any addendas will be posted on our District website: www.nhvweb.net)

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

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Exhibit F

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: _____

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

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

Part II Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

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Americans with Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with the 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.

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****This Form Must Accompany Bid****

Exhibit G

DISCLOSURE OF PROHIBITED RUSSIA-BELARUS & IRAN INVESTMENT ACTIVITIES

Quote Number:

Bidder/ Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2022, c. 3, and Public Law 2012, C.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, 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. The Chapter 25 and Russia-Belarus list can be found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> and <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ 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 Public Law 2022, c. 3 or in investment activities in Iran pursuant to Public Law 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.)**

OR

☐ 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.)**

OR

☐ 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 result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO 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.

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Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 NHVRHSD is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the NHVRHSD to notify the NHVRHSD 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. 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 NHVRHSD and that the NHVRHSD at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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Exhibit H

Statement of Suspension or Debarment

State of New Jersey/ _____
Specify, if other _____

County of _____

I, _____ of the (City, Town, Borough)

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 projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
Company Name

By: _____
Signature of Authorized Representative

Subscribed and sworn to before me

This _____ day of _____, 20____

(Seal) Notary Public of New Jersey/Specify Other State

My Commission expires _____ 20____

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Exhibit I

ACCEPTANCE OF RFP(BID) AND CONTRACT AWARD

(to be completed by Bidder)

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. Signature also certifies understanding and compliance with the certification requirements of the NHVRHSD's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility, time of completion, as well as other factors of interest to the NHVRHSD as stated in the evaluation sections will be a consideration in making the award.

Your bid is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until the contractor receives an executed purchase order from the District. The parties intend this contract to constitute the final and complete agreement between the NHVRHSD and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended.

Company Name: _____

Company Address: _____ City: _____ State: _____ Zip Code: _____

Authorized Person (print): _____ Title: _____

Authorized Signature: _____

Acceptance of Bid and Contract Award to be completed only by NHVRHSD

Awarding Agency: North Hunterdon-Voorhees Regional High School District

Authorized Signature: _____
Kathryn Blew, SBA/BS

Awarded this _____ day of _____, 2023