

**MONMOUTH-OCEAN EDUCATIONAL
SERVICES COMMISSION
900 HOPE ROAD
TINTON FALLS, NJ 07712**

**INVITATION TO
BID AND CONTRACT DOCUMENTS
for
Goods and General Service Contracts
FOR OCCUPATIONAL AND PHYSICAL THERAPY
SERVICES 2012-2013**

for the

**MONMOUTH-OCEAN EDUCATIONAL
SERVICES COMMISSION**

DATE OF BID ADVERTISEMENT: May 16, 2012

BID MUST BE RECEIVED AT:

The Business Office
Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, New Jersey 07712

by
June 6, 2012

10:00 A.M.

c:\MY DOCUMENTS\MOESC\BID AND CONTRACT
DOCUMENTS\FOR OT PT SERVICES (bq) 5/16/12

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INSTRUCTIONS TO BIDDERS***

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III. **INVITATION TO BID AND SUMMARY OF ESSENTIAL CONTRACT DATES AND TERMS**

- A. OWNER: Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, New Jersey 07712
(hereinafter alternatively referred to as the “Commission” or “Owner”)
- B. PROJECT DESCRIPTION: Occupational and Physical Therapy Services
(hereinafter referred to as “Project”)
- C. PROJECT LOCATION: Educational Entities in New Jersey
- D. WRITTEN REQUESTS FOR CLARIFICATION/INTERPRETATION OF SPECIFICATIONS/DRAWINGS SHALL BE SUBMITTED NO LATER THAN (SEE HEREIN)
- E. PROJECT COMPLETION DATE (TIME IS OF THE ESSENCE): **NOT APPLICABLE**
- F. WALK THROUGH: **NOT APPLICABLE**
Inspection of the site shall be arranged by appointment. Please call Kathleen Mandeville at 732-695-7818. **A walk through of the site has not been scheduled.**
- G. LIQUIDATED DAMAGE **NOT APPLICABLE**
AMOUNT: \$500.00 minimum or \$_____ (See Paragraph C of _____ and FORM 12 hereof)
- H. FULL WARRANTY TERM **NOT APPLICABLE**
(IF GREATER THAN ONE YEAR MINIMUM): _____
(See Paragraph ___ of _____)
- I. MULTI-YEAR CONTRACT? (~~YES~~) (NO) TERM: 12 Months
Beginning on July 1, 2012
Terminating on: June 30, 2013

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION
900 Hope Road
Tinton Falls, New Jersey 07712

IV. **ADVERTISEMENT FOR BIDS**

NOTICE is hereby given that sealed bids will be received at the Business Office of the Monmouth-Ocean Educational Services Commission (“Commission”), Attention: Kathleen Mandeville, School Business Administrator/Board Secretary for:

Project Description: Occupational Therapy /Physical Therapy Services 2012-2013

Locations: MOESC locations, member and participating school districts and non-public schools in New Jersey, including transportation

The bids shall be publicly opened and read aloud immediately after the opening at the Commission Office at 900 Hope Road, Tinton Falls, NJ 07712, on June 6, 2012 at 10:00 a.m.

The Invitation to Bid, bid forms, drawings, specifications and contract (“Bid Documents”) as approved by the Commission for the Project are on file at the Business Office, 900 Hope Road, Tinton Falls, New Jersey 07712, copies of which may be obtained by prospective bidders between the hours of 9:00 a.m. and 4:00 p.m. upon the Commission’s receipt of \$10.00. The Bid Documents may be mailed upon request provided postage and handling expenses are also paid in advance. Copies emailed or downloaded from the website are free.

Bids shall be fully and completely made on the Commission’s proposal forms as required by the Bid Documents. Bids shall be enclosed in a sealed, opaque envelope prominently bearing the name and address of the bidder and the name of the Project on the outside, addressed to the BUSINESS OFFICE, MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION, shall be accompanied by a certified check of \$100.00, and shall be delivered by any means before the date and time set forth above. No bids shall be received or accepted after the date and time set forth above.

The Commission reserves the right to waive any informality in a submitted bid or to reject any and all bids. No bid shall be withdrawn for a period of sixty (60) days from the date of the bid opening. Any bid submitted shall be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders are required to comply with Affirmative Action requirements at *N.J.S.A. 10:5-31, et seq.* and *N.J.A.C. 17:27, et seq.*, as well as any applicable Executive Orders.

By Order of the
Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, New Jersey 07712

V. GENERAL REQUIREMENTS OF PUBLIC SCHOOL BIDDING AND CONTRACTS LAW

A. **The Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. (“PSCL”)**. The PSCL are legal requirements which are, for the most part, statutorily imposed upon the Commission. In the event any provision contained in the Invitation to Bid, bid forms, drawings, specifications and contract (“Bid Documents”) is in any way inconsistent with the PSCL, the provisions of PSCL shall govern.

B. **Proposal Form**. All bids shall be made on the Commission’s designated PROPOSAL FORM consistent with the Commission’s bid instructions as contained in the Bid Documents. Base Bid (and Alternate prices, if applicable to bid) shall be filled in, in ink or typewritten, in both word and figures.

1. **Base Bid**. The Base Bid is a total dollar figure for the scope of Work (not including Alternates) as described in the Specifications.

2. **Alternates (If Applicable)**. The description for each Alternate (if any) is recognized to be incomplete and abbreviated, but implies that each change must be complete for the scope of the work affected. Coordinate related work and modify surrounding work as required to properly integrate with the work of each Alternate. Bidder shall insert each Alternate amount in spaces provided on the Proposal Form.

C. **Rules of Interpretation of Bids**. Bidder is responsible for measuring all areas of work, and Owner shall not be responsible for any errors in measurement and shall hold Bidder to total dollar figure.

In case of discrepancy, the amount described in words shall govern. All blanks shall be legibly completed and filled in by type or ink. The Bid shall be complete in all respects and duly executed. For the purpose of verifying the amount of your bid, retain one copy of your bid proposal. It is the responsibility of the Contractor to examine all bid provisions.

All bids shall conform to the Bid Documents. If it is determined that essential information is absent from the bid, the bidder may not be permitted to supply that information following its opening. Pursuant to N.J.S. 18A:18A-22, the Commission reserves the right to waive any informality, irregularity or immaterial variance, where in the judgment of the Commission it does not interfere with competitive bidding.

D. **Bid Delivery**. All bids shall be enclosed in an opaque, sealed envelope prominently bearing the name and address of the Bidder and the name of the Project on the outside, addressed to the “BUSINESS OFFICE, MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION, 900 Hope Road, Tinton Falls, New Jersey 07712”, and delivered before the time and date designated in the Advertisement for Bids. Any bid received after the time and date specified shall not be considered. The Bidder assumes the risk of any delay in the mail and/or personal delivery and the handling by the Commission employee.

E. **Bid Security.** A cashier's check or certified check in the amount not to exceed \$100.00 unless otherwise required hereafter) made payable to the "Monmouth-Ocean Educational Services Commission" shall accompany each bid. Bids not accompanied by said bond or check shall be rejected as non-conforming. Unless otherwise agreed, all bid security, except the security of the three apparent lowest responsible bidders, shall, if requested, be returned after ten (10) days from the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

F. **Consent of Surety.** DELETED

G. **Performance, Payment and Maintenance Bond.** DELETED

H. **Excellent Rating Required for Bonding Company and Insurance.** DELETED

I. **Affirmative Action/Non-Discrimination.** Contractors submitting bids for this Project shall comply with the requirements of *N.J.S.A. 10:5-31, et seq.* and *N.J.A.C. 17:27, et seq.* relating to affirmative action requirements of the State of New Jersey and applicable Executive Orders.

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 or sex.

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

copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to inform, in writing, appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken, without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

The Commission and successful bidders shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11475, and as supplemented in Department of Labor regulations (41 *CFR* Part 60). A-102-014(c).

J. **Prevailing Wage.** Where applicable, contractors submitting bids for this Project shall be registered with the Department of Labor for work and be subject to the New Jersey Prevailing Wage Act at *N.J.S.A.* 34:11-56.25 *et seq.* Contractors submitting bids for this Project shall submit copies of their Certificate of Registration or active copies of its application, as well as copies of each of its top four specialty subcontractor's certificates or active copies of its applications with its bid. Any subcontractors utilized by its subcontractors shall be registered and validation will be the responsibility of the State. Subcontractor certificates or applications are not required to be submitted with the bids.

K. **Worker and Community Right-to-Know Act and Environment Law.** Contractors submitting bids for this Project shall comply with the Worker and Community Right-To-Know Act at *N.J.A.A.* 34:5A-1 and any regulations promulgated pursuant to the Act and any applicable federal, state and local laws, regulations and ordinances governing the environment.

L. **Compliance With Laws Against Discrimination.** Contractors submitting bids for this Project shall comply with the Americans With Disabilities Act at 42 *U.S.C.* 512101 *et seq.*, applicable regulations as contained in the Code of Federal Register, the Law Against Discrimination at *N.J.S.A.* 10:5-31, *et seq.* and applicable State regulations.

M. **Business Registration.** Contractors submitting bids for this Project shall comply with the New Jersey Business Registration requirements. *N.J.S.A.* 52:32-44 imposes requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract, such as (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 and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, 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 for penalties for each business registration not properly provided or maintained under a contract with a contracting agency.

All business organizations that do business with a local contracting agency, including boards of education, are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with that business.

N. **“Pay to Play” Law.** Contractors submitting bids for this Project shall comply with the provisions of the New Jersey “Pay to Play” Law at *N.J.S.A. 19:44A-20, et seq.* to the extent that same may be applicable to the Project.

O. **Tax Exempt.** The Commission is exempt from payment of federal, state and local taxes in the State of New Jersey on all materials and supplies sold/purchased pursuant to the provisions of this contract. These taxes are not to be included in the bid proposals.

P. **Ownership Disclosure.** Contractors submitting bids for this Project shall comply with *N.J.S.A. 52:25-24.2*. All contractors shall submit a statement prior to the receipt of the bid or 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 therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Q. **Non-Collusion.** Contractors submitting bids for this Project shall comply with *N.J.S.A. 52:34-15* by submitting with its bid an Affidavit indicating that no person or selling agency has been employed or retained to solicit or to secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The required Affidavit accompanies the Bid Documents and shall be submitted with the bid.

R. **Compliance With Law.** All items furnished by the Contractors submitting bids shall comply in all respects to the standards and regulations established by Federal and State laws; local municipal Ordinances, and all applicable Federal and State Administrative rules.

S. **Factors to Consider for Bid.** Contractors submitting a bid for this Project shall carefully examine the specifications and other Contract Documents and be fully informed as to existing conditions and limitations and shall cover and include in its bid all materials, labor and transportation necessary or required for full performance of the work as set forth and before the labor conditions under which the work shall be performed. The bidder is on notice that it shall be required to employ such work and methods in the execution of its work and services, as will not cause interruption or interference with its own work, school activities or that of any other contractor of the Commission, its agents or employees.

T. **Bid Withdrawal.** No bid may be withdrawn for a period of sixty (60) days from the bid opening. Any bid submitted shall be binding upon the bidder for sixty (60) days subsequent to the date of the bid opening. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. Award of contract(s) or rejection of bids will be made within sixty (60) days of the bid opening per 18A:18A-36a.

U. **Interpretation/Clarification of the Specifications/Drawings.** No interpretation of the specifications/drawings shall be applicable or governing if provided to any bidder orally. Any request for such interpretations shall be in writing to the Business Office, Monmouth-Ocean Educational Services Commission, 900 Hope Road, Tinton Falls, New Jersey 07712, and to be given consideration must be received by the date specified for such purpose on Page 6 hereof. Any and all such interpretations and any supplemental instruction shall be in the form of written addenda to the specifications, which if issued, shall be mailed to all prospective bidders. Failure of any bidder to receive any addenda or interpretation shall not relieve any bidder from any obligation under the bid as submitted.

V. **Bid Modification.** The Commission reserves the right to modify or supplement the bidding requirements.

W. **Acceptance/Rejection of Bids/Waiver of Bid Defects.** The Commission reserves the right to accept or reject any or all bids or parts of bids for the services specified as it may deem advisable, or waive any defects therein and to award contracts, as in its judgment may be deemed best for the Commission.

X. **Lowest Responsible Bidder.** The Commission shall determine the “lowest responsible bidder” in awarding the contract. Competency, fitness and financial responsibility of bidders will be considered in making the award. If required, the bidders shall support their claims of competency, fitness and financial responsibility with evidence satisfactory to the Commission. The “lowest responsible bidder” determination shall be as expressed in the PSCL, as defined by those criteria enumerated in common law, including but not limited to, experience, financial ability, moral integrity and the availability of the facilities necessary to perform the contract.

VI. **FORMS TO BE SUBMITTED WITH BID:** Each Contractor submitting a bid for this Project shall complete and submit with its Bid one original/two copies of the following:

- FORM:**
1. Bid Proposal Form - Page 15
 2. Statement of Ownership and Stockholder Disclosure - Page 17
 3. Affidavit of Non-Collusion - Page 18
 4. Certified check in the amount of \$100.00. (Bid Bond/Bid Guarantee - Page 19 - NOT APPLICABLE)
 5. Consent/Certificate of Surety - Page 20 - NOT APPLICABLE
 6. Affirmative Action Disclosure/Questionnaire - Page 21
 7. Letter of Federal Affirmative Action Approval, Certificate of Employee Information Report or Affirmative Action Employee Information Report (Form AA-302) - Page 25

8. New Jersey Business Registration. (Requirements at Page 26.)
9. Political Contribution Disclosure Form to Satisfy, *N.J.S.A.* 19:44A-20, 26, *et seq.* (“Pay to Play” Law) - Page 28
10. Prevailing Wage Statement - Page 32 - NOT APPLICABLE
11. Sworn Contractor Certification Regarding Debarment, Suspension, Disqualification - Page 33
12. Liquidated Damage Provision - Page 34 - NOT APPLICABLE
13. Proof of Insurance which Meets or Exceeds Contract Requirements - Page 35
14. Environmental Notice/Right-to-Know - Page 36
15. Letter from State of New Jersey declaring named agency as an approved agency/clinic in New Jersey, or a photocopy of the web page where agency is so listed. – Page 38
16. Other Bid Forms as required herein or required by law – NOT APPLICABLE
17. Other Bid Forms as required on Bid proposal – NOT APPLICABLE

BID PROPOSAL FORM

Proposal of _____
hereinafter called the “Bidder”, a corporation/partnership/an individual doing business;
^strike out inapplicable terms^

To the Monmouth-Ocean Educational Services Commission, 900 Hope Road, Tinton Falls, New Jersey 07712, hereinafter called the “Commission”.

The Bidder, in compliance with your invitation for bids for OT/PT Services having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, at prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Single Overall Contract: The Bidder agrees to perform all of the work described in the specifications and attached Agreement.

Please complete your bid on the rate sheet provided in Addendum A (page 55) attached, and attach it to this form.

Bidder has identified on its list which it has attached to this Bid Proposal each school which the Bidder will not or cannot service from the MOESC list of schools at Attachment B (Pages 56-60) of the Bid Documents.

Bidder has attached to this Bid Proposal its’ completed, bid checklist which is found at Attachment C (Page 61) of the Bid Documents.

Bidder has attached to this Bid Proposal written proof that it is an approved agency as required by the Bid Documents. (Also see Page 38).

OT/PT services may be provided on non-public school, public school or MOESC property, or any other site deemed appropriate via the student’s service plan or IEP.

The amount shall be shown in words and in figures. In case of discrepancy, the amount in words shall govern.

Bid security in the sum of \$100.00 in the form of a certified check is submitted herewith.

The Bidder understands that the Commission reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. Bidders must hold the bid prices for one (1) full school year beginning upon Commission approval and concluding twelve (12) months later.

The Bidder hereby certifies that all of the figures, computations and additions used in estimating the bid herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for withdrawal of this bid after opening on these grounds. Further, the Bidder acknowledges, and has read in this bid, that the Commission will apply (deduct) liquidated damages should the project work not be accomplished within the prescribed timeline as herein indicated.

FORM 1

Respectfully submitted by:

Signature

Name, typed or printed

(Seal - if bid is by a
corporation)

Title

Name of Firm

Business Address/Zip

Telephone

Employer Identification Number (no social security
number may be submitted – if submitted the bid shall
be disqualified)

THE BIDDER UNDERSTANDS THAT MOESC RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS IN SUCH CASE WHEREIN THE LOWEST RESPONSIBLE BIDDER CANNOT SERVICE ALL SITES OR DATES WHEN OFFERED SUCH WORK.

MOESC FURTHER RESERVES THE RIGHT TO UTILIZE INDEPENDENT CONTRACTOR PROFESSIONALS OBTAINED THROUGH PROFESSIONAL SERVICES RESPONSE FOR PROPOSALS (RFP) PROCESS FOR CERTAIN CASES AT THE DISCRETION OF MOESC OR WHEN NO BIDDERS PERSONNEL ARE AVAILABLE TO COVER THE WORK.

FORM 2
STATEMENT OF OWNERSHIP
AND STOCKHOLDER DISCLOSURE

Section I or II must be completed and filed in the office of the Monmouth-Ocean Educational Services Commission before any contractual agreement can be entered with any vendor.

SECTION I

I do hereby certify that _____ is not a corporation or partnership.
Name of Vendor

Authorized Signature

SECTION II

I, _____, of _____
(Name and designation of authorized officer) (Name of Corporation)

OR

I, _____, of _____
(Name of Partnership)

hereby certify that the following is a list of names and addresses of all stockholders in the corporation, or any person or persons, having an interest in the partnership who own 10% or more of its stock of any class or of all individual partners in the partnership who own 10% or greater interest therein. And, I further certify that if one or more of such stockholders or partners is itself a corporation or partnership, that there is also set forth herein the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership, as the case may be.

NAME

ADDRESS

INTEREST

FORM 3
AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY, COUNTY OF _____, I, _____
of the _____ of _____ in the County of _____
State of _____, of full age, being duly sworn according to law upon my oath, depose and say
that:
I am _____ of the firm of _____.

The Contractor making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Contractor 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 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 statement 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

Name of Contractor

(N.J.S.A. 52:34-18)

(Authorized Signature)

Subscribed and sworn before me
this ___ day of _____, 20__.

(Seal) Notary Public of New Jersey
My commission expires: _____, 20__.

And, I further certify that this statement is complete and continued unto the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

And, I further certify this statement is made in compliance with Chapter 33, Laws of New Jersey of 1977.

(Signature and designation of corporate officer or partner)

If there are questions concerning this form or its completion, refer to Statute (P.L. 1977, ch.33) N.J.S.A. 52:25-2.42.

ATTESTED TO: _____
(Affix Corporate Seal)

THIS FORM MUST BE COMPLETE: SIGNED AND SUBMITTED WITH PROPOSAL.

FORM 4
BID BOND/BID GUARANTEE

BID BOND IS NOT APPLICABLE

**NOTE WELL: SUBSTITUTE HERE A CERTIFIED CHECK
FOR \$100 MADE PAYABLE TO MOESC IN LIEU OF BID BOND**
(Failure to submit a certified check in lieu of bond will invalidate this bid)

FORM 4

FORM 5
CONSENT/CERTIFICATE OF SURETY

NOT APPLICABLE

FORM 5

FORM 6
AFFIRMATIVE ACTION DISCLOSURE

I attest that I have read and agree to comply with the Affirmative Action - Exhibit A attached hereto and mandatory affirmative action language for Goods, Professional Service and General Service Contracts, which is also included in these bid specifications.

I further agree to complete an **Affirmative Action Employee Information Report Form AA-302** as required.

The AA-302 form & instructions are available at this web site:
http://www.state.nj.us/treasury/contract_compliance/#

Go to this section of the page and click where applicable. If you do not have Adobe Acrobat Reader, you must download this program to view the forms (it's free - just click on Adobe Acrobat Reader).

Forms

[Initial Project Workforce Report - Construction \(AA-201\)](#) (5kb)
[Initial Project Workforce Report - Construction \(AA-201\) Instructions](#) (7 kb)
[Monthly Project Workforce Report \(AA-202\)](#) (12 kb)
[Monthly Project Workforce Report \(AA-202\) Instructions](#) (30 kb)
[Employee Information Report \(AA-302\)](#) (16 kb)
[Employee Information Report \(AA-302\) Instructions](#) (12 kb)
[Vendor Activity Summary Report](#) (3 kb)

The above forms require [Adobe Acrobat Reader](#)

Signature

Date

FORM 6

EXHIBIT “A”

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Equal Employment Opportunity Officer setting forth provision of this non-discrimination clause.
- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the Contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer to P.L., C.127, as amended and supplemented from time to time.
- e. “The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- f. The Contractor or Subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

FORM 6

marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.”

- g. “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.”
- h. “The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.”

Provisions (d), (e), (f), (g) or (h) not required for Subcontractors with four (4) or fewer employees or a Contractor has presented evidence of a federally approved or sanctioned Affirmative Action Program. See Exhibit E.

Submitted by:

Name of Firm: _____

By: _____

Title: _____

Date: _____

FORM 7
PROCUREMENT & SERVICE CONTRACTS
AFFIRMATIVE ACTION QUESTIONNAIRE

Please complete this questionnaire and return it with your bid/quote. In the event your company or firm is awarded a contract, we will provide you with the proper form as you have indicated.

1. Does your company have a Federal Approved Affirmative Action Plan?
Yes () No ()
 - A. If yes, submit a photographic copy of the federal letter of approval.
 - B. If no, does your company have a New Jersey State Certificate of Approval?
Yes () No ()
 - C. If yes, submit a photographic copy of the Certificate.
 - D. Indicate if none of the above. ()

2. Does your company employ more than 50 employees?
Yes () No ()
 - A. If yes, an Affirmative Action Employee Information Report (A.A. 302 Report) will be issued at the time of award. (To be returned with your contract documents.)
 - B. If no, an Affidavit for companies with less than 50 employees will be required.

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

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

**LETTER OF FEDERAL AFFIRMATIVE ACTION APPROVAL,
CERTIFICATE OF EMPLOYEE INFORMATION REPORT OR
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT
(FORM AA-302)**

FORM 7

FORM 8
NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

The Bidder must include in its bid proof of New Jersey Business Registration for each of its Prime Subcontractors, namely structural steel; plumbing and fire protection; heating, ventilation and air conditioning, and electrical work.

General Contractor Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

Subcontractors Proof of Business Registration
(Certificate Attached)

Name

Registration Number

FORM 8

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

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #: 10, 11, 12, 13, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Aberdeen Township	Highlands Borough	Neptune Township
Allenhurst Borough	Holmdel Township	Ocean Township
Allentown Borough	Howell Township	Oceanport Borough
Asbury Park City	Interlaken Borough	Red Bank Borough
Atlantic Highlands Borough	Keansburg Borough	Roosevelt Borough
Avon-by-the-Sea Borough	Keyport Borough	Rumson Borough
Belmar Borough	Lake Como Borough	Sea Bright Borough
Bradley Beach Borough	Little Silver Borough	Sea Girt Borough
Brielle Borough	Loch Arbour Village	Shrewsbury Borough
Colts Neck Township	Long Branch City	Shrewsbury Township
Deal Borough	Manalapan Township	Spring Lake Borough
Eatontown Borough	Manasquan Borough	Spring Lake Heights Borough
Englishtown Borough	Marlboro Township	Tinton Falls Borough
Fair Haven Borough	Matawan Borough	Union Beach Borough
Farmingdale Borough	Middletown Township	Upper Freehold Township
Freehold Borough	Millstone Township	Wall Township
Freehold Township	Monmouth Beach Borough	West Long Branch Borough
Hazlet Township	Neptune City Borough	

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst	South Belmar
Asbury Park City	Spring Lake Borough
Atlantic Highlands Borough	Spring Lake Heights Borough
Avon Borough	Tinton Falls
Belmar Borough	Union Beach
Bradley Beach Borough	Upper Freehold Regional
Brielle Borough	Wall Township
Colts Neck Township	West Long Branch Borough
Deal Borough	
Eatontown Borough	
Fair Haven Borough	
Farmingdale Borough	
Freehold Borough	
Freehold Regional	
Freehold Township	
Hazlet Township	
Henry Hudson Regional	
Highlands Borough	
Holmdel Township	
Howell Township	
Interlaken	
Keansburg Borough	
Keyport Borough	
Little Silver Borough	
Long Branch City	
Manalapan-Englishtown Regional	
Manasquan Borough	
Marlboro Township	
Matawan-Aberdeen Regional	
Middletown Township	
Millstone Township	
Monmouth Beach Boro	
Monmouth Regional	
Neptune City	
Neptune Township	
Ocean Township	
Oceanport Borough	
Red Bank Borough	
Red Bank Regional	
Roosevelt Borough	
Rumson Borough	
Rumson-Fair Haven Regional	
Sea Bright Borough	
Sea Girt Borough	
Shore Regional	
Shrewsbury Borough	

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1
Aberdeen Township Fire District No. 2
Englishtown Borough Fire District No. 1
Freehold Township Fire District No. 1
Freehold Township Fire District No. 2
Hazlet Township Fire District No. 1
Howell Township Fire District No. 1
Howell Township Fire District No. 2
Howell Township Fire District No. 3
Howell Township Fire District No. 4
Howell Township Fire District No. 5
Manalapan Township Fire District No. 1
Manalapan Township Fire District No. 2
Manasquan Boro Fire District No.1
Marlboro Township Fire District No. 1
Marlboro Township Fire District No. 2
Marlboro Township Fire District No.3
Millstone Township Fire District No. 1
Neptune Township Fire District No. 1
Neptune Township Fire District No. 2
Ocean Township Fire District No. 1
Ocean Township Fire District No. 2
Spring Lake Heights Boro Fire District No. 1
Tinton Falls Fire District No. 1
Tinton Falls Fire District No. 2
Wall Township Fire District No. 1
Wall Township Fire District No. 2
Wall Township Fire District No. 3

FORM 9

FORM 10
PREVAILING WAGE STATEMENT

NOT APPLICABLE
FORM 10

FORM 11
SWORN CONTRACTOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, DISQUALIFICATION

I am _____ of the firm of _____
(your title) (name of your organization)

(state the address of your organization)

CHOOSE ONE OF THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(name of your organization)
neither it or its principals are included on the State Treasurer's and
Economic Development Authority'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.
- () B. I am unable to certify to any of the statements set forth in this
certification. I have attached an explanation to this firm.

(Signature) (SEAL)

(Type Name & Title)

(Date)

Sworn and subscribed
before me this ____ day
of _____, 20__.

Notary Public

**FORM 12
LIQUIDATED DAMAGE PROVISION
INCLUDED IN THE CONTRACT BETWEEN THE
MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION
AND THE CONTRACTOR**

**NOT APPLICABLE
FORM 12**

**FORM 13
PROOF OF INSURANCE WHICH MEETS
OR EXTENDS CONTRACT REQUIREMENTS**

FORM 13

FORM 14
ENVIRONMENTAL
NOTICE TO ALL BIDDERS/VENDORS

1. Asbestos

The Commission, as per Federal and State mandate, has in place an Asbestos Hazards Emergency Response Act (“AHERA”) Management Plan for each facility. As you are entering a bid that may lead to the award of a contract with the Commission, you are required to review the site-specific AHERA Management Plan as it may pertain to the contract. Environmental Connections, who should be contacted with regard to any issues raised, administers the AHERA Management Plan. This document is a part of the bid submission requirement.

In submitting this bid, we will comply with the above statement, have reviewed the Commission’s Asbestos Hazards Emergency Response Act Management Plan, and have determined that we will not disturb any Asbestos Containing Material (ACM). Additionally, we have advised our employees and subcontractors of the location of ACM near the project location and have made adequate provision for protection of the ACM, workers, and environment.

Each employee of the Contractor or subcontractor, where applicable, will read the notice to vendors regarding asbestos containing materials in Commission facilities. A log sheet shall be signed by each employee of the Contractor or subcontractor acknowledging they have read and understand the locations of asbestos-containing materials in Commission facilities. A copy of the vendor notice and log sheet to be signed by each employee is available for review in the Business Office of the Commission.

Signature	Title	Date
-----------	-------	------

2. Right-To-Know

The Commission, as mandated by New Jersey law, has in place a ***Right-to-Know*** compliance program. As you are entering a bid that may lead to the award of a contract with the Commission, you are required to comply with ***New Jersey Worker Right-to-Know*** regulations pertaining to your employees and/or subcontractors. To that end, you must familiarize your workers with the location of site-specific Material Safety Data Sheets (MSDS), and provide and maintain on site for the duration of the work the MSDS for any product entering the Commission’s facilities as part of the contractual work. The facility administration must be notified of such products and the on-site MSDS must be placed in the main office prior to commencing work activity. Each product container must be labeled according to NJ R-T-K regulation and list the top five substances contained therein and any hazardous substances. This document is a part of the bid submission requirement.

In submitting this bid, we will comply with the above statement, have reviewed the facility's MSDS, and will comply with the regulation that MSDS and NJ R-T-K labeling be provided for any product requiring such, and as may be used in the course of work in the Commission.

Signature

Title

Date

FORM 14

FORM 15
DECLARATION OF AGENCY STATUS

Pursuant to New Jersey Law regarding the provision of related services to Special Education students which requires an agency to be registered as an approved agency in the State of New Jersey, I hereby certify that this agency (the bidder herein) is an approved agency within the State of New Jersey (and shows such status with proof via an attachment herein)

Signature

Title

Date

FORM 15

VII. **CONTRACT REQUIREMENTS**

A. **Included by Reference.** The Contract Documents shall include by reference *N.J.S.A. 18A:18A-1, et seq.*, including but not limited to, the following:

1. There is no residency requirement except where the physical proximity of the bidder is essential to the efficient and economical purchase or performance of the Contract;

2. No specification shall be interpreted in any way to discriminate in violation of the laws against discrimination;

3. Specifications may not require a brand name without allowing for an equivalent except where certain materials are patented or copyrighted;

4. Specifications may include the Commission's right to renew, extend or release the terms and conditions necessary for the performance of extra work and the matters necessary for substantial performance of the Contract or Agreement;

5. Prospective bidders may not be unlawfully excluded by drafting the specifications in such a way so as to allow only one bidder to perform or qualify.

B. **The Contract Documents.** This packet of bid and contract specifications together with any attachments, purchase order and addendas shall constitute the "Contract Documents" for this Project.

C. **U.S. Products Only.** Pursuant to *N.J.S. 18A:18A-20*, only manufactured and farm products of the United States, wherever available, shall be used in the work in the Project.

D. **Time of Commencement, Completion, Extensions of Time, No Damages for Delay, Scheduling and Liquidated Damages.** DELETED

E. **Tax Exempt.** The Commission is exempt by statute for paying all federal, state and municipal excise, sales or other taxes on all materials and supplies sold/purchased pursuant to the provisions of this Contract. These taxes are not to be included in the bid proposals.

F. **Warranty.** DELETED

G. **Schedule/School Calendar.** The Contractor shall, in the scheduling of the work, comply with the Commission's requirements for maintaining the proper operation of the school district.

H. **Insurance Requirements.** The Contractor shall furnish an acceptable certificate of insurance in the coverage amounts required herein, and copies of appropriate insurance policies to the Commission. Before the work is to begin, a Certificate of Insurance shall be furnished to the Commission and contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the Commission. The Certificate

of Insurance shall evidence Workers Compensation, Comprehensive General Liability, Comprehensive Automobile Liability and Umbrella Liability Insurance coverages.

The Commission shall be named an additional insured. In addition, the Certificate of Insurance and the insurance policies shall provide that the Commission, Commission members and employees of the Commission have been included as additional insureds.

The Comprehensive General Liability coverage shall include but shall not be limited to:

- Independent Contractors
- Personal injury coverage including elimination of employee and contractual exclusions
- Broad Form Property Damage
- Elimination of care, custody and control exclusion so as to cover all property of the Commission
- Assault and battery if committed to protect life or property
- Medical payments: \$1,000,000
- Workers Compensation - Statutory
- Employers Liability - \$1,000,000

The Comprehensive General Liability minimum limit for Bodily Injury and Property Damage is \$1 million Combined Single Limit.

The Comprehensive Automobile Liability coverage for all vehicles shall include but not be limited to Bodily Injury, Property Damage, Hired Vehicle and Non-Owned Auto Liability. The Comprehensive Automobile Liability minimum for Bodily Injury is \$1 million Combined Single Limit.

The Umbrella Liability minimum limit for Bodily Injury and Property Damage is \$4 million.

The Certificate of Insurance shall also include a ten (10) days' written notice of change in coverage, cancellation or non-renewal be provided to the Commission.

All carriers providing coverage shall be approved by the Commission.

The requirements herein set forth shall be required of all contractors and subcontractors.

I. **Indemnity.** The Contractor shall indemnify and save harmless the Commission, the Commission thereof and their successors, and all Officers, Agents, Employees and Servants of the Commission from any claim or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by anyone including employees of the Contractor, employees and subcontractors' employees, for injuries to persons or damages to property (including, but not limited to, theft, and claims alleging false arrest, libel, slander and malicious prosecution) arising or resulting from acts or omissions by the Contractor.

J. **Sub-Contracts.** The Contractor shall be responsible for the performance of all work and services in accordance with the Contract. No sub-contractor shall perform any work or perform any service without the express written consent of the Commission. In the event a subcontractor is authorized by the Commission, said consent shall not relieve the successful Bidder from any duty or obligation.

K. **Billing, Accounting and Payment.** See attached Agreement.

L. **Existing Conditions.** DELETED

M. **Conduct of Operations.** The work shall be carried out in such a manner as will least interfere with the use and occupancy of the buildings, and the work shall be performed in the order designated by the Commission or its designated representative.

N. **Compliance With Environmental Law.** The Bidder/Contractor shall comply with all applicable statutes, standards, orders or requirements of environmental law.

O. **Fair Labor and Safety Standards.** The Bidder/Contractor shall comply with the Fair Labor Standards Act, the Wage and Hour Law and Federal, State and local occupational safety laws.

P. **Worker and Community Right To Know Act Requirements.**

1. The Contractor and its subcontractor(s) shall ensure that containers of substances belonging to the Contractor and/or Subcontractor that are stored at the owner's facility shall be properly labeled.

2. Surveys of hazardous substances stored at the school's facility by the Contractor and/or Subcontractor shall be provided to the Commission.

3. Material Safety Data Sheets ("MSDS") from manufacturers, suppliers, contractors and/or subcontractors shall be provided to designated representatives of the Commission for all products present at, purchased for, and brought on site at a school facility.

Q. **Compliance With Laws.** The Contractor shall comply with all Federal, State and local laws, including but not limited to those governing the environment, including the legal and proper disposal of all waste from the Project.

R. **Purchase Order.** A Purchase Order shall act as the Contract, together with the “Contract Documents”, as herein defined, including but not limited to, this bid and specification packet beginning with Page 1 hereof and attachments supplied herewith.

S. **Multi-Year Contract Option.** DELETED

T. **General Rules.** It shall be strictly understood that the successful Bidder/Contractor and any of the employees of the Bidder/Contractor shall, at no time, bring upon the school premises any alcoholic beverages for sale, gifts, or for use in any manner whatsoever.

No tobacco, alcohol, or drugs, in any form are to be sold or served or used by the successful Bidder/Contractor or any of its employees or subcontractors on the Premises and it is also agreed that all employees and subcontractors shall abstain from the use of tobacco, alcohol, and drugs in any form whatsoever on school district property.

VIII. CONTRACT

INDEPENDENT CONTRACTOR AGENCY
AGREEMENT FOR OT/PT SERVICES

This Agreement made this ____ day of _____ 20__, by and between:

(hereinafter referred to as “Contractor”);

and

Monmouth-Ocean Educational Services Commission
900 Hope Road
Tinton Falls, NJ 07712
(hereinafter referred to as “MOESC”)

RECITALS:

A. MOESC was established in part to provide educational and administrative services pursuant to *N.J.S.A. 18A:6-51*.

B. MOESC’s services include providing supplementary assistance, including occupational therapy (“OT”) and physical therapy (“PT”), to students with disabilities at non-public schools based primarily on funding from the statutory scheme known as “IDEA”. MOESC may also receive requests for services directly from public schools. MOESC may also receive requests for OT/PT evaluations from either public or non-public schools, which must be approved by MOESC before scheduling.

C. MOESC child study teams identify students who are in need of OT and PT services at each non-public school serviced by MOESC.

D. OT and PT services as provided through MOESC are scheduled with the non-public school pursuant to MOESC child study team recommendations.

E. Pursuant to the IDEA budget, MOESC establishes maximum funding for PT and OT services.

F. Contractor is an agency which employs properly licensed and certified professionals in the State of New Jersey to provide OT and PT services to students with disabilities.

G. Contractor is an approved agency as required by the State of New Jersey for related services (N. J. A. C. 6A:14-5.1 thru 5.2) and documented in the MOESC bid package.

H. The Contractor submitted a bid or proposal to provide MOESC with OT/PT services at the locations set forth in its bid and attached to the bid form. Such locations are subject to deletion and/or addition by MOESC with the Contractor's consent.

I. Contractor is willing to enter into this Agreement as an independent contractor with the MOESC to provide the OT/PT services consistent with the terms and conditions as set forth herein and as in the bid documents, which are incorporated herein by reference..

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties do agree as follows:

1. The Recitals set forth above are incorporated into and made a part of this Agreement.

2. Contractor's employees shall provide occupational and physical therapy to MOESC identified students at non-public and public schools (hereinafter referred to as "services").

3. Contractor's services shall be conducted at the non-public school premises or at other venues, as identified by the MOESC in the Counties of Monmouth and Ocean, or at such other areas within the State of New Jersey as may later be contracting with MOESC, subject to the availability of Contractor's personnel to perform.

4. Occupational and physical therapists, who provide services at non-public or public schools pursuant to this Agreement, shall report to the MOESC designated non-public school contact person so as to appropriately identify themselves, legibly sign in and out, describe the times of day of arrival and departure and identify the date of the service being provided. MOESC shall have no obligation for payment to Contractor for the service provided without this procedure fully satisfied.

5. Contractor shall submit on a monthly basis an invoice to MOESC, identifying each service rendered under this Agreement, each therapist providing the service, the date and time of each service, the location of the service and an identification of the student receiving the service, the student being identified either by number or initial or as otherwise agreed.

6. Contractor's occupational and physical therapists shall prepare, maintain and provide written records and reports as required by the MOESC (and its child study teams) for each student receiving any such service.

7. Contractor's occupational and physical therapists shall cooperate with direction from the MOESC child study team director or designee for each provided service.

8. Any cancellations or problems in providing the services shall be communicated at the time of the cancellation/problem to MOESC, and specifically Mrs. Stacy Costa, Assistant Superintendent and Director of Child Study Services, 900 Hope Road, Tinton Falls, New Jersey 07712, Telephone 732-695-7812.

9. Contractor shall provide any and all equipment necessary for the provision of MOESC identified services.

10. Contractor shall identify in writing its contact person and provide full contact information in the event of scheduling changes, cancellations, problems, etc. associated with the services.

11. MOESC shall provide Contractor with adequate information necessary to provide the services to the identified students.

12. MOESC shall compensate Contractor for the services rendered consistent with this Agreement at the hourly rate established by bid. (A minimum of one hour compensation is required for the services scheduled by MOESC at any one location. Contractor shall be compensated for no more than two absences per child. Travel time is not billable.)

13. Payment shall be made, after receipt of Contractor's monthly invoice, consistent with MOESC's practices and procedures for payment of vendors' invoices.

14. The MOESC shall provide Contractor with written direction for the delivery of services to each identified, non-public student.

15. Contractor shall protect, indemnify and defend at its own cost and hold harmless MOESC from and against any and all claims, demands, causes of action, liabilities, damages and costs of any kind and character whatsoever including, but not limited to, all litigation costs, court costs, reasonable attorney's fees, investigation expenses and settlement of any claim or lawsuit, asserted by any persons or entities arising out of Contractor's negligence, gross negligence or willful misconduct in the provision of its services.

16. Contractor agrees to comply to the best of its ability with the provisions of law.

17. Neither party's failure to require performance of any term hereof shall affect its right to require full performance of all terms hereof at any time hereafter and its waiver of a breach of any term shall not constitute a waiver of similar, future breach.

18. Neither party may assign this Agreement without the written consent of the other party.

19. Contractor shall maintain in full force and effect insurance coverages with policy limits of \$1,000,000.00 in primary coverage for each. The following coverages shall be maintained: comprehensive general public liability insurance, automobile, bodily injury and property damage, workers compensation, employers

liability and occupational disease insurance. The Agency shall deliver to MOESC certificates of such insurance, adding MOESC as an additional insured.

20. The Contractor shall not utilize any other contractor (“subcontractor”) without MOESC’s prior written approval. Any contracts entered into between the Contractor and subcontractors shall conform to and incorporate the provisions of this Agreement. MOESC shall have the right to remove the subcontractor(s) from the provision of services for whatever reason MOESC deems significant, and in such an event, the Contractor shall be responsible for preventing the subcontractor(s) from providing the service or from being physically present at the service location. The Contractor further agrees that, in the event a subcontractor is retained by the Contractor, it shall be expressly provided in any such contract that the subcontractor is solely associated with the Contractor and not with MOESC and that the Contractor is solely responsible for payment to the subcontractor.

21. MOESC agrees not to hire or contract with therapists, personnel or agencies whom have been introduced to MOESC through the Contractor following the termination of the Agreement with Contractor. If MOESC determines that anyone provided by Contractor is unsatisfactory, MOESC may require such therapist to leave the school premises and will notify Contractor immediately. MOESC’s obligation to compensate Contractor for such therapist’s services shall be limited to the number of hours actually worked. Contractor will not reassign such therapist without prior approval of the MOESC. Contractor has the right to cure by replacing unsatisfactory personnel with satisfactory personnel.

22. In the event that for reasons beyond the control of Contractor, the therapist is unable to fulfill his/her contractual obligations, Contractor will attempt to substitute a therapist for the duration of the assignment.

23. If either party commits a material default under any of the terms and conditions of this Agreement and fails to cure such default within fifteen (15) days after receipt of written notice specifying such default, this Agreement may be terminated as set forth herein or other lawful rights and remedies may be pursued. Notice shall be provided by mail, certified, return receipt to the MOESC Superintendent and Contractor's authorized agent.

24. Changes to the schedule shall be confirmed in writing as soon as possible, even where initial notice is provided by telephone.

25. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

26. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

27. This Agreement constitutes the entire agreement between the parties with respect to the subject matters herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether oral or written.

28. Each party acknowledges that the other parties, nor any agent or attorney of the other parties, have made any promises, representations or warranty

whatsoever, express or implied, not contained in the Agreement to induce it to execute this Agreement.

29. No waiver of any of the provisions of the Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

30. Contractor agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

31. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

32. If any controversy arises out of or relates to this Agreement, the parties involved in the dispute shall attempt to resolve the controversy between them. If the controversy cannot be resolved, it shall be settled by a binding arbitration in accordance with the rules of the American Arbitration Association.

33. This Agreement shall become effective upon execution by both parties.

34. The original of this Agreement shall be retained by Contractor and copies shall be provided to MOESC for its records.

35. This Agreement may be amended only with the express, written consent of both parties. A change shall become an addendum to the original Agreement and shall be appended to it.

36. This Agreement may be terminated by either party upon sixty (60) days' advanced, written notice to the other party. The notice shall be mailed to the other party's last known business address by certified mail, return receipt requested. The notice shall be deemed effective on the date of the mailing.

37. Each party to this Agreement acknowledges that it has read and agrees to all terms and conditions stated herein.

38. The parties agree and acknowledge that this is a negotiated instrument and any ambiguities herein shall not be construed against the drafter.

39. Each individual signing this Agreement represents that he or she is vested with the authority to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Witnesseth

Kathleen Mandeville, Secretary

By: _____

MONMOUTH-OCEAN
EDUCATIONAL SERVICES
COMMISSION

By: _____
Christopher J. Rooney, President

IX. **TECHNICAL SPECIFICATIONS FOR PROJECT**

SCOPE OF SERVICES

Occupational Therapist or Physical Therapist

It is the intent of the Commission to solicit Bids from Agencies that have expertise in the provision of Occupational and Physical Therapy Services. Firms responding to this bid shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Required Services:

1. Provide related services according to the student's Individualized Education Plan in accordance with *N.J.A.C. 6A:14-1, et seq.*
2. Provide related services according to the student's Service Plan at non-public based schools based on funding from the statutory scheme known as "IDEA".
3. Provide OT and PT services through its employees who are appropriately licensed and certified in the State of New Jersey for such services.
4. When assigned, assure that Occupational and physical therapists, who provide services, shall legibly sign in and out of their designated school, describe the times of day of arrival and departure and identify the date of the service being provided.
5. Prepare, maintain and provide written records and reports as required for each student receiving any such service.
6. Provide any and all testing materials and equipment necessary for the provision of the identified services.
7. Identify, in writing, its contact person and provide full contact information in the event of scheduling changes, cancellations, problems, etc. associated with the services.
8. Evaluate students using appropriate tests, skilled professional observation, and supplemental information.
9. Interpret assessment findings and appropriately convey information to parents and CST case managers.
10. Update all goals and objectives and sections in the service plans when providing services to non-public students as part of their basic assignment

X. **DRAWINGS FOR PROJECT, IF APPLICABLE**

NOT APPLICABLE

XI. ADDENDA for rate sheet and bid response

Occupational Therapy/Physical Therapy

Schedule of Agency Fees

2012-2013

NON-PUBLIC SCHOOL CONTRACTED SERVICES

TYPE OF SERVICE	MAXIMUM VENDOR FEE	BID RATE
Evaluation (with supporting paperwork)	up to \$265/case	_____
Hourly	up to \$80/hr.	_____

PUBLIC SCHOOL CONTRACTED SERVICES

TYPE OF SERVICE	MAXIMUM VENDOR FEE	BID RATE
Evaluation (with supporting paperwork)	up to \$265/case	_____
Hourly	up to \$80/hr.	_____
Daily	up to \$480/day	_____

XII. ADDENDA – ATTACHMENT B

LIST OF NON-PUBLIC SCHOOLS AND BOARDS OF EDUCATION SERVED

ABC Spectrum Pre-School, PO Box 41 – Rte 527, Millhurst Road, Tenent 07763
AM 2 PM Childcare Learning Center, 1000 Route 36, Hazlet 07730
Atlantis Prep, 1904 Atlantic Avenue, Manasquan 08736
Bet Yaakov of the Jersey Shore, 200 Wall Street, PO Box 577, West Long Branch 07764
Brookside School, 2135 Highway 35, Sea Girt 08750
Center Play School Jewish Community Center, 100 Grant Avenue, Deal Park 07723-1506
Centra State Early Childhood (Bright Horizons), 1 Applewood Drive, Freehold 07728
Children of the King Academy, 167 Cedar Avenue, Long Branch 07740
A Child's Place, 1409 West Front Street, Lincroft 07738
Christian Brothers Academy, 850 Newman Springs Road, Lincroft 07738
Colonial Christian Academy, 197 Locust Avenue, West Long Branch 07764
Community YMCA Children's Learning Center, 201 Broad Street, Matawan 07747
Congregation Sons of Israel, PO Box 369, Gordon's Corner Road, Manalapan 07726
Creative Learning Center, 160 Avenue of the Commons, Shrewsbury 07702
First Discoveries KNG & Pre-School, 70 Highway 35, Red Bank 07701
The Goddard School, 560 Holmdel Road, Hazlet 07730
The Goddard School, 65 Kent Road, Howell 07731
The Goddard School, 22 Wilson Avenue, Manalapan 07726
The Goddard School, 15 School Road East, Marlboro 07746
The Goddard School, 209 Harmony Road, Middletown 07748
The Goddard School, 50 Route 520, Morganville 07751
The Goddard School, 4 Hartford Drive, Tinton Falls 07701
The Goddard School of Wall, 1981 State Highway 34, Wall 07719
The Goddard School, 361 R. Monmouth Road, West Long Branch 07764
Growing Tree, 12 Hillcrest Road, Holmdel 07733
Hillel Yeshiva of the Shore Area, 1025 Deal Road, PO Box 2288, Ocean 07712
Hillel Yeshiva High School, 1027 Deal Road, Ocean 07712
Holy Cross, 40 Rumson Road, Rumson 07760
Holy Innocents, 3455 West Bangs Avenue, Neptune 07753
Home Away From Home, 1182 Highway 34, Aberdeen 07747
Ilan HS, 250 Park Avenue, Elberon 07740
Ivy League Pre-School, 140 Gordon's Corner Road, Manalapan 07726
Jersey Shore Free School, 521 Newman Springs Road, Marlboro 07746
Jesus Harvest Time, 404 Freehold Road, Jackson 08527
Kiddie Academy of Marlboro, 208 Commercial Court, Morganville 07751
Kiddie Academy of Millstone, 518 Highway 33 West, Millstone, N.J. 08535

Kiddie Academy, 3297 Route 66, Neptune 07753
 Kindercare, 293 Gordon's Corner Road, Manalapan 07726
 Kinder College, 1162 Pinebrook Road, Tinton Falls 07724
 Kindercare Learning Center, 245 Leonardville Road, Belford 07718
 Kindercare Learning Center, 60 Industrial Way East, Eatontown 07724
 Kindercare Learning Center, 2401 Atlantic Avenue, Manasquan 08736
 Kinderland Learning Center, 123 South Main Street, Marlboro 07746
 King of Kings School, 250 Harmony Road, Middletown 07748
 Lakeview Child Center, 100 Bridge Plaza Drive, Manalapan, NJ 07726
 Liberty Christian School, 521 Lakewood-Farmingdale Road, Howell 07731
 Lincroft Center for Children, 1475 W. Front Street, Lincroft 07738
 Little Chief Learning Station, 270 Everett Road, Lincroft 07738
 Ma'Or Yeshiva High School for Boys, PO Box 254, 36 Cedar Avenue, Long Branch 07740
 Manalapan Pre-School, 337 Route 9 South, Manalapan 07726
 Marlboro Jewish Center, 103 School Road West, Marlboro 07746
 Marlboro Montessori Academy, PO Box 272 – Route 79, Wickatunk 07765
 Matawan Children's Center, 18 Ryers Lane, Matawan 07747
 Mater Dei Prep, 538 Church Street, New Monmouth 07748
 Meridian Early Childhood Education Center – JSUMC, 1945 Route 33, Neptune 07754
 Mer. Early Childhd Educ Ctr, Little House - Riverview Hospital, 1 Riverview Pl., Red Bank 07701
 Mesivta of Eatontown, 5 Meridian Road, Eatontown 07724
 Monmouth Academy, 152 Lanes Mills Road, Howell 07731
 Monmouth Christian Academy, 665 Holmdel Road, Hazlet 07730
 Montessori Academy of New Jersey, 3504 Asbury Avenue, Neptune 07753
 Montessori Enrichment Center, 29 Newberry Road, Howell 07731
 Montessori Family School, 350 Rike Drive, Millstone 08535
 Mother Teresa Regional School, 55 South Avenue, Atlantic Highlands 07716
 Mountain Hill School, 724 Kings Highway East, Atlantic Highlands 07716
 New Jersey United Christian Academy, 73 Holmes Mill Road, Creamridge 08514
 New School of Monmouth County, 301 Middle Road, Holmdel 07733
 Oak Hill Academy, 347 Middletown-Lincroft Road, Lincroft 07738
 Our Lady of Mount Carmel, 1212 First Avenue & Pine Street, Asbury Park 07712
 Pied Piper Pre-School, 337 Iron Ore Road, Manalapan 07726
 Power of Christ's Gospel Academy, PO Box 565 - 344 Joline Avenue, Long Branch 07740
 Precious Angels Pre-School, 2740 Lakewood-Allenwood Road, Howell 07731
 Providence Christian Academy, 61 Georgia Road, Freehold 07728
 St. Robert Bellarmine Roman Catholic Church, 61 Georgia Road, Freehold 07728
 Ranney School – Tinton Falls, 235 Hope Road, Tinton Falls 07724
 Red Balloon, 479 Route 79 – Unit 6, Morganville 07751
 Red Bank Catholic High School, 112 Broad Street, Red Bank 07701
 Red Oak Village School, 18 Kings Highway, Middletown 07748
 Rugged Teddy Bear, 50 Main Street, Englishtown 07726
 Rumson Country Day School, 35 Bellevue Avenue, Rumson 07760

St. Aloysius School, 935 Bennetts Mills Road, Jackson 08527
 St. Benedict School, 165 Bethany Road, Holmdel 07733
 St. Catharine School, 301 Second Avenue, Spring Lake 07762
 St. James Grammar School, 30 Peters Place, Red Bank 07701
 St. Jerome School, 250 Wall Street, West Long Branch 07764
 St. John Vianney High School, 540 Line Road, Holmdel 07733
 St. Leo the Great School, 550 Newman Springs Road, Lincroft 07738
 St. Mary School – New Monmouth, 538 Church Street, New Monmouth 07748
 St. Peter School, 415 Atlantic Avenue, Pt. Pleasant Beach 08742
 St. Rose of Lima School, 51 Lincoln Place, Freehold 07728
 St. Thomas More School, 186 Gordon's Corner Road, Manalapan 07726
 St. Veronica School, 4219 Highway 9 North, Howell 07731-3378
 Seashore School, 410 Broadway, Long Branch 07740
 S.E.A.D. (Special Ed Academy of Deal), 1 Meridian Road, Eatontown 07724
 Shalom Torah Academy #2, 70 Amboy Road, Morganville 07751
 The Sisters Academy, 1416 Springwood Avenue, Asbury Park 07712
 Smart School Pre-School, PO Box 6527 – 20 Cedar Avenue, Fair Haven 07704
 Solomon Schechter Academy-Marlboro, PO Box 203 22 School Road East, Marlboro 07746
 Summer Hill Preschool, 1107 Gully Road Neptune 07753
 Talmudical High School, Route 524, Adelphia 07710
 Temple Rodeph Torah Nursery School, 15 Mohawk Drive, Marlboro 07746
 Temple Shaari Emeth Pre-School, 400 Craig Road, Manalapan 07726
 Tiny Treasures, 2024 New Bedford Road, Spring Lake 07762
 Tower Hill, 255 Harding Road, Red Bank 07701
 Turtle Creek Learning Center, 10 Railroad Avenue, Marlboro 07746
 Tutor Time of Holmdel, 2077 Route 35 North, Holmdel 07733
 Voyagers Community School, 321 West Farms Road, Farmingdale 07727
 VSM Montessori Academy, 36 Birch Avenue, Little Silver 07739
 West Side Christian Academy, 1211 Bangs Avenue, Asbury Park 07712
 Willow Tree Nursery, 1700 Allenwood Road, Wall 07719
 Winding Brook School, 1044 Sycamore Avenue, Tinton Falls 07724
 Yeshiva at the Jersey Shore, 100 Grant Avenue, Deal Park 07723
 Yeshiva Keter Torah, 301 Monmouth Road, Oakhurst 07755
 Yellow Duck Nursery, 139 Pinebrook Road, Englishtown 07726

Asbury Park Board of Education
 Atlantic Highlands Board of Education
 Avon Board of Education
 Bradley Beach Board of Education
 Brielle Board of Education
 Colts Neck Board of Education
 Deal Board of Education
 Eatontown Board of Education
 Fair Haven Board of Education
 Farmingdale Board of Education
 Freehold Boro Board of Education
 Freehold Regional Board of Education
 Freehold Township Board of Education
 Hazlet Township Board of Education
 Henry Hudson Regional Board of Education
 Highlands Board of Education

Holmdel Board of Education
Howell Board of Education
Keansburg Board of Education
Keyport Board of Education
Little Silver Board of Education
Long Branch Board of Education
Manalapan-Englishtown Board of Education
Marlboro Board of Education
Matawan-Aberdeen Board of Education
Middletown Board of Education
Millstone Board of Education
Monmouth Beach Board of Education
Monmouth Regional Board of Education
Neptune City Board of Education
Neptune Township Board of Education
Ocean Township Board of Education – Oakhurst
Oceanport Board of Education
Red Bank Boro Board of Education
Red Bank Regional Board of Education
Roosevelt Board of Education
Rumson Boro Board of Education
Rumson-Fair Haven Regional Board of Education
Sea Girt Board of Education
Shore Regional Board of Education
Shrewsbury Board of Education
Spring Lake Board of Education
Spring Lake Heights Board of Education
Tinton Falls Board of Education
Union Beach Board of Education
Wall Township Board of Education
West Long Branch Board of Education

Barnegat Board of Education
Bay Head Board of Education
Beach Haven Board of Education
Berkeley Township Board of Education
Brick Township Board of Education
Central Regional Board of Education
Eagleswood Board of Education
Island Heights Board of Education
Jackson Township Board of Education
Lacey Township Board of Education
Lakehurst Board of Education
Lakewood Board of Education
Lavallette Board of Education
Little Egg Harbor Board of Education
Long Beach Island Board of Education
Manchester Board of Education
Ocean Gate Board of Education
Ocean Township Board of Education-Waretown
Pinelands Regional Board of Education

Plumsted Board of Education
Point Pleasant Beach Board of Education
Point Pleasant Boro Board of Education
Seaside Heights Board of Education
Seaside Park Board of Education
Southern Regional Board of Education
Stafford Township Board of Education
Toms River Board of Education
Tuckerton Board of Education

Academy Charter School
Hope Academy Charter School
Red Bank Charter School

Any other Board of Education, School, or Agency of the State of New Jersey which determines to contract with the MOESC. Notice to contractor shall be supplied by MOESC.

**XIII. ADDENDA – ATTACHMENT C
BID CHECKLIST (please fill-in or check off as applicable)**

OT/PT AGENCIES FOR 2012-2013

Name of Agency _____

Company Address _____

Contact Name _____

Contact Phone _____

Contact FAX _____

Contact E-mail _____

_____ **Bid proposal**

_____ **Ownership**

_____ **Non-Collusion**

_____ **Certified Check of \$100** _____ **Check Number**

_____ **Affirmative Action**

_____ **NJ Business Registration**

_____ **Political Contribution Form**

_____ **Debarment Form**

_____ **Evidence of Insurance**

_____ **Environmental Form**

_____ **Declaration of Agency Status/Questionnaire**

_____ **Contract with MOESC**