



EAST RUTHERFORD PUBLIC SCHOOLS
REQUEST FOR PROPOSAL
SCHOOL PHYSICIAN

PROPOSALS DUE: June 12, 2026 at 11:00 AM

SCHOOL PHYSICIAN

PURPOSE

In accordance with N.J.S.A.19:44A-20.4 et seq., the East Rutherford Board of Education is requesting proposals (RFP) from physicians licensed to practice medicine in the State of New Jersey that wish to provide medical counsel and services to the East Rutherford Board of Education as directed by the Board. It is the intention of the East Rutherford Board of Education to appoint Physicians to provide medical services to the Board of Education beginning July 1, 2026 through June 30, 2027 with options for the 2027-2028 and 2028-2029 school years. Under Title 18a-18a-5 (1) professional services are not required to be bid or advertised and the Board is not required to award on the basis of lowest price and will award based on criteria as outlined in this request for proposals. The requests are being made to ensure the District receives the highest quality service at a fair and competitive price.

SCOPE OF SERVICE

The district is seeking an annual cost proposal to include but not limited to all of the following services as described in items (1-20) pursuant to N.J.A.C. 6A:16-2.3:

1. Consultation in the development and implementation of school district policies, procedures and mechanisms related to health, safety and medical emergencies pursuant to N.J.A.C. 6A:16-2.1(a).
2. Consultation to school district medical staff regarding the delivery of school health services, which includes special health care needs of technology supported and medically fragile children, including students covered by 20 U.S.C. §1400 et seq., Individuals with Disabilities Education Improvement Act.
3. Physical examinations conducted in the school physician's office or other comparably equipped facility for students who do not have a medical home or whose parent has identified the school as the medical home for the purpose of a sports physical examination.
4. Provision of written notification to the parent stating approval or disapproval of the student's participation in athletics based upon the medical report.
5. Direction for professional duties of other medical staff.
6. Written standing orders that shall be reviewed and reissued before the beginning of each school year.
7. Establishment of standards of care for emergency situations and medically-related care involving students and school staff.
8. Assistance to the certified school nurse or non-certified nurse in conducting health screenings of students and staff and assistance with the delivery of school health services.
9. Review, as needed, of reports and orders from a student's medical home regarding student health concerns.
10. Authorization of tuberculin testing for conditions outlined in N.J.A.C. 6A:16-2.2(c).
11. Review, approval, or denial with reasons of a medical home determination of a student's anticipated confinement and resulting need for home instruction. Review, approve or disapprove home instruction recommendations of student's personal physician.
12. Consultation with the school district certified school nurse(s) to obtain input for the development of the school nursing services plan pursuant to N.J.A.C. 6A:16-2.1(b).
13. Be available during normal business hours for consultation with school nurses or administrators so as to provide input for students who are chronically ill and/or are on extended absences. This may include speaking with the student's treating physicians personally to provide background information for school personnel.
14. Return all phone calls to school nurses or administration the same day.
15. Review AED policy and procedures.
16. Cooperate with public health officials with regard to communicable diseases.

17. Recommend adjustments of educational program to meet the health needs of individual students. Consult with 504-committee and/or Child Study Team.
18. Meet annually with Superintendent and/or School Business Administrator and health staff to review the district's health services.
19. Administer a district-wide flu shot clinic for all staff each fall on a mutually agreed upon date and time.
20. Serve as a school district liaison to the state and local departments of health and community health agencies.

The East Rutherford Board of Education shall award a contract to the firm or individual that best meets the needs and interests of the Board.

QUALIFICATIONS OF RESPONDENTS

ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned including a listing of experience (if any) with the East Rutherford Board of Education and/or experience with other New Jersey Boards of Education. Experience as a School Physician for a K-8 and/or K-12 district is preferred.
3. A statement concerning the ability of the individual to perform tasks assigned by the East Rutherford Board of Education in a timely fashion.
4. Professional licenses and certifications held by the individual(s) to be assigned including the student athlete cardiac professional development module.
5. A copy of physician license(s) issued by the State of New Jersey.
6. A description of the support staff available to the individual(s) to be assigned.
7. A copy of a Certificate of Insurance, issued by an insurance carrier licensed in the State of New Jersey, for the individual showing a minimum amount of \$1MM/2MM professional liability insurance and all other insurance coverage shall be required upon award of contract.
8. A list of three professional references with addresses and telephone contact numbers. Two must have direct knowledge relating to your experience in the requested service.
9. A copy of your New Jersey Certificate of Employee Information Report approval pursuant of N.J.A.C. 17:21-1.1 et.seq. or a completed Form AA-302 Initial Employee Information report.
10. A copy of your New Jersey Business Registration Certificate.
11. Evidence that a principal office location in close proximity to the Board of Education so as to be able to respond to emergent matters promptly.
12. Must list work with school attorney on medical/legal concerns.

CONTRACT PERIOD

The term of contract for School Physician RFP shall be from July 1, 2026 through June 30, 2027 with two additional years at the Board's option for the 2028-2028 (July 1, 2027 through June 30, 2028) and 2028-2029 (July 1, 2028 through June 30, 2029) school years.

COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the office of:

Alessandro Verace
School Business Administrator/Board Secretary
201-623-8150 ext. 2002 averace@erboe.net

PRESENTATION PACKAGE – Submit the RFP Response

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

All respondents shall prepare a presentation package to be submitted with the RFP. The following shall be included in the presentation package:

I. TECHNICAL CRITERIA

A. Description of Services

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

II. MANAGEMENT CRITERIA

A. Transmittal Letter – Proposal

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

B. Qualifications: Relevant Experience

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

III. COST CRITERIA

A. Fee Proposal

All respondents are to submit a fee proposal that complements the service that is being requested. If the district requests an hourly, daily, weekly rate or per case, per evaluation rate or even a lump sum rate, then the fee proposal submitted by the respondent must be the same.

The school district uses a purchase order system for payment to professionals. The School Physician/Pediatrician selected will be paid in (12) monthly installments of the fee proposal that is accepted.

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

Alessandro Verace
Business Administrator
East Rutherford Board of Education
250 Grove Street
East Rutherford, NJ 07073

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

SUBMISSION OF RFP PACKAGE

All responses to this Request for Proposals (which must include both the Presentation Package and Required Forms Package) are to be addressed to:

Alessandro Verace
Business Administrator
East Rutherford Board of Education
250 Grove Street
East Rutherford, NJ 07073

SUBMISSION DEADLINE

The deadline to submit a Response to this Request for Proposals (which must include both the Presentation Package and Required Forms Package) is:

**Friday, June 12, 2026
11:00 a.m.**

AWARD OF CONTRACT/SELECTION CRITERIA

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

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

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Experience in providing the professional services requested by the East Rutherford Board of Education and references related thereto; and familiarity with the School District ;
3. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the East Rutherford Board of Education;
4. Location (distance) of primary office in relation to the East Rutherford Board of Education schools;
5. Recent, current and projected workload of the individual or firm;
6. Thoroughness and completeness of the applicant’s submittal;
7. Cost of proposal.

The East Rutherford Board of Education shall award a contract to a firm or individual that best meets the needs and interests of the Board.

AUTHORIZATION TO WORK

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

EVALUATION PROCESS: METHODOLOGY OF AWARDING CONTRACT

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to all district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria A. Description of Services	<u>40 points</u>
II.	Management Criteria A. Transmittal Letter B. Qualifications: Relevant Experience	<u>40 points</u>
III.	Cost Criteria A. Fee Proposal	<u>20 points</u>

* The Business Office will assist in the evaluation of the Cost Criteria of all proposals received.

Request for Proposal RFP

PROPOSAL DOCUMENTS

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

Alessandro Verace
School Business Administrator/Board Secretary

AFFIRMATIVE ACTION QUESTIONNAIRE

Goods and Services Contracts

RFP School Physician

Proposal Date: Friday, June 12, 2026

The Board of Education requests that this form be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. Yes No
If yes, please attach a copy of the plan to this questionnaire.

2. Our company has an N.J. State Certificate of Employee Information Report Yes No
If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

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

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

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

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

Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the proposal being rejected.

Name: _____

Signature _____

Title _____ Date _____

Name of Business Entity _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE FORM

Assurance of Compliance Form

During the performance of this contract, a contracted service provider may come in contact with district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, if the Board of Education requires vendors to sign a statement of Assurance of Compliance, they must acknowledge their understanding of the below-listed requirements and the vendor's assurance of compliance with these listed requirements.

Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)

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

Criminal History Background Checks N.J.S.A. 18A:6-7.1

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

Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

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

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

Name of Business Entity _____

Name of Authorized Representative _____

Signature _____ Date _____

As part of this proposal, all vendors are requested to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

RFP School Physician

EAST RUTHERFORD BOARD OF EDUCATION

Chapter 271

POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed \$17,500.00)

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions (more than \$200 per election cycle) 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

Date of Contribution	Amount of Contribution	Name of Recipient	Name of Contributor

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

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

The Board of Education requires that this form be submitted with the RFP package.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**
July 20, 2023

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

**INSERT LIST OF AGENCIES
WITH ELECTED OFFICIALS**

**EAST RUTHERFORD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 1)**

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER PROPOSER NAME _____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

CHECK THE APPROPRIATE BOX

- I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will 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 thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

PART 2 ADDITIONAL INFORMATION

Please Provide Further Information Related to Investment Activities in Iran.

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

**EAST RUTHERFORD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 2)**

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

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 **East Rutherford Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **East Rutherford Board of Education** to notify the **East Rutherford Board of Education** in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **East Rutherford Board of Education** and that the **East Rutherford Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form must be completed, certified, and submitted prior to the contract award. The Board of Education requests that this form be submitted with the RFP package.

Name of Vendor, Bidder, or Proposer _____
Print Full Name

Authorized Agent _____ Title _____

Signature _____ Date _____

NON-COLLUSION AFFIDAVIT

School Physician

RFP School Physician

Proposal Date: Friday, June 12, 2026

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

I am _____ of the _____
Position Name of Business Entity

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

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

(Print Name of Contractor/Vendor)

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

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

The Board of Education requests that this form be submitted with the RFP package.

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, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who 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)**

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **East Rutherford Board of Education** 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 **Board of Education** to notify the **Board of Education** 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 **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

School Physician

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

References – Work previously done for School Districts in New Jersey

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

Vendor Certifications

Direct/Indirect Interests

I declare and certify that no member of the East Rutherford Board of Education, nor any officer, 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, business entity, or company.

Gifts; Gratuities; Compensation

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

Vendor Certifications

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

Debarment Certification

I certify that my business entity and any person employed by my business entity, as well as any affiliates, are not debarred from contracting with a federal government agency or contracting with the State of New Jersey.

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

President or Authorized Agent

SIGNATURE

The Board of Education requests that this form be submitted with the RFP package.

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
EAST RUTHERFORD BOARD OF EDUCATION
N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If

Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024. The Board of Education requests that this form be submitted with the RFP package.

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

http://www.state.nj.us/treasury/contract_compliance.

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disability

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for 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 full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.