

REQUEST FOR PROPOSAL

SCHOOL PHYSICIAN

SOUTH HUNTERDON REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
301 MT. AIRY-HARBOURTON RD.
LAMBERTVILLE, NJ 08530

Prepared By:

Kerry Sevilis
Business Administrator/Board Secretary

REQUEST FOR PROPOSAL

The South Hunterdon Regional High School Board of Education is soliciting proposals for School Physician beginning July 1, 2018. The Board of Education will award a contract for twenty-four consecutive months with an option to renew the contract for one additional twelve-month period. Proposals must be submitted to Kerry Sevilis, School Business Administrator at 301 Mt. Airy-Harbourton Rd., Lambertville, NJ 08530 not later than 2:00 pm Thursday April 24, 2018.

All proposals shall be subject to the provisions of section 1 of P.L 1977, c.33 (C.52:25-24.2) requiring submission of a statement of corporate ownership.

Representations:

The physician will represent, with the understanding that the Board will rely upon such representations, the following:

- 1) Each physician who provides service under the agreement is currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and whose training and practices include child and adolescent health and development.
- 2) Each physician, as required by N.J.A.C. 6A:16-2.1, has undergone a criminal background check in accordance with N.J.S.A. 18A6-7.1. Prior to any physician providing services under this agreement, the Physician shall provide written documentation confirming that the physician has submitted to the said criminal background check and has been qualified to provide services to the business administrator.
- 3) The Physician shall maintain in full force and effect, malpractice insurance in the amount of \$1,000,000/\$3,000,000. Before undertaking performance under this Agreement, Physician shall furnish the Board a certificate evidencing that the Physician has obtained such insurance. The certificate shall contain a condition that the insurance policy shall not be cancelled without 10 days advance written notice from the insurer to the Board.
- 4) To the fullest extent permitted by law, Physician shall indemnify and hold harmless the Board, its officials, employees, and agents from and against all claims, suits or actions, and damages or expenses, including but not limited to reasonable attorneys' fees, resulting from negligent acts or omissions on the part of the Physician, its agents, servants or individual physicians in the performance of this Agreement or the provision of services hereunder.
- 5) Physician understands and agrees that it is acting as an independent contractor in the performance of its services hereunder, and nothing contained herein shall be deemed to create an employment relationship or an agency relationship between Physician, or any of its members, officials, employees, or consultants, and the Board. Physician understands that it, and not the Board, is responsible for the payment of any Federal, state and local income taxes, social security taxes,

unemployment insurance payments, and similar items relating to the payments that may be made by the Board to the Physician under this Agreement.

- 6) During the term of this Agreement, Physician agrees to comply with the affirmative action provisions of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C 17:27-1, the applicable provisions of which shall be deemed incorporated herein by this reference. Upon the execution of this Agreement, Physician shall submit to the Board the documentation required by those provisions.
- 7) During the term of this Agreement, should the contract exceed \$17,500 annually, Physician agrees to comply with the pay to play provisions of N.J.S.A. 19:44A-20.26, the applicable provisions of which shall be deemed incorporated herein by this reference. Upon the execution of this Agreement, Physician shall submit to the Board the documentation required by those provisions.

Contract Period: July 1, 2018 – June 30, 2019

Tools, Equipment, Miscellaneous:

The School Physician shall provide the tools and equipment necessary for the provision of its services. The Physician shall perform all services with a degree of confidence acceptable in standard medical practice.

Medical Services:

The School Physician will perform the following services:

1. Hepatitis B vaccination series to identified staff
2. Physical examinations of candidates for employment to whom the Board has made a conditional offer of employment
3. Physical examinations of existing employees who, in the Board's judgment, show evidence of deviating from normal health
4. Physical examinations of employees as part of the reasonable accommodation process under the Americans With Disabilities Act
5. Consultations to the Board's nursing staff regarding the delivery of school health services
6. Review of sports physicals performed by students' physicians
7. Physical examinations for students with no "medical home"
8. Physical examinations of students suspected of drug/alcohol abuse, including urine testing
9. Consultations to the Board and its authorized administrators; and
10. Other medical services as the parties may mutually agree

PROPOSAL FORM

The undersigned hereby proposes to furnish **SCHOOL PHYSICIAN SERVICES FOR THE SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BEGINNING JULY 1, 2018** as required within the foregoing specifications as follows:

UNIT PRICING:

1.	Review of sports physicals performed by students' physicians (approximately 50-75 student per season)	\$
2.	Hepatitis B vaccination series to identified staff	\$
3.	PPD Done for school employees – administration and reading	\$
4.	Pre-Employment Physical examinations of candidates for employment to whom the Board has made a conditional offer of employment	\$
5.	DOT Recertification	\$
6.	Prescribing of AED and necessary physician Oversight, Consultations to the Board's nursing staff regarding the	\$
7.	delivery of school health services	\$

Additional services:

8.	Physical examinations of existing employees who, in the Board's judgment, show evidence of deviating from normal health	\$
9.	Physical examinations of employees as part of the reasonable accommodation process under the Americans With Disabilities Act	\$
10.	Physical examinations for students with no "medical home"	\$
11.	Physical examinations of students suspected of drug/alcohol abuse, including urine testing	\$
12.	Consultations to the Board and its authorized administrators	\$

Alternate:

13.	Annual Lump sum payment inclusive of all above referenced services as required	\$
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The undersigned further agrees that should the contract for the aforementioned services be awarded to **this vendor** will bind them to furnish and deliver the same within the specified time and in case of failure to perform such services within the time specified and allowed, or to the entire satisfaction of the Board of Education, the Board of Education may deduct and retain out of the moneys due, or which may become due to **this vendor** from said Board of Education, such sum as shall be required to pay the difference between the prices herein specified and the price which the Board of Education may or shall be obliged to pay to secure such services from other parties.

Company

Signature

Date

COMPANY NAME:

SIGNATURE OF BIDDER:

TAXPAYER ID NUMBER:

ADDRESS:

(street, city, state, zip code)

TELEPHONE: (____) _____

FAX: (____) _____

Please provide the following:

NJ Business Registration
Certificate of Insurance

AFFIRMATIVE ACTION LANGUAGE:

ALL PROFESSIONALS/CONTRACTORS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (NJAC 17:27)

ALL PROFESSIONALS/CONTRACTORS SHALL UNDERSTAND THAT THE FOLLOWING MANDATORY AFFIRMATIVE ACTION LANGUAGE IS MADE PART OF ANY AND ALL CONTRACTS WITH THE ATLANTIC CITY BOARD OF EDUCATION.

DURING THE PERFORMANCE OF THIS CONTRACT, the contractor/professional agrees to 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, sex, 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 or 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 non-discrimination 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, sex or affectional or sexual orientation;

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 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.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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 N.J.A.C. 17:27-5.2 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 N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (NJAC 17:27).

COMPANY NAME:

SIGNATURE:

TAXPAYER ID NUMBER:

ADDRESS:

(street, city, state, zip code)

TELEPHONE: (____) _____

FAX: (____) _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 52:34-25(b) 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 Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

FOR CONTRACT PROPOSALS IN EXCESS OF \$17,500 ANNUALLY ONLY:

REPORT CONTRIBUTIONS OF OVER \$300 BY YOUR BUSINESS OR ANY OF ITS PARTNER OFFICERS, OR THEIR SPOUSES, TO:

- **A STATE PARTY COMMITTEE**
- **ANY POLITICAL ACTION COMMITTEE**
- **ANY COUNTY OR MUNICIPAL PARTY COMMITTEE IN HUNTERDON COUNTY**
- **ANY LEGISLATIVE LEADERSHIP COMMITTEE**
- **ANY CANDIDATE FOR THE SOUTH HUNTERDON REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION**
- **ANY CANDIDATE FOR ELECTIVE OFFICE OF ANY KIND WITHIN HUNTERDON COUNTY**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the _____ relies upon
the truth of the statements contained in said Proposal
(name of contracting unit)
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
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)