

**BOROUGH OF METUCHEN
COUNTY OF MIDDLESEX
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSALS

FOR
EMERGENCY MEDICAL SERVICES**

SEALED PROPOSALS MUST BE RECEIVED AT:

**Borough of Metuchen
Attention: Deborah Zupan, Municipal Clerk
500 Main Street
Metuchen, NJ 08840**

By

August 4, 2022

1:00 P.M.

**BOROUGH OF METUCHEN
REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES**

I. GENERAL OBJECTIVES

The Borough of Metuchen is soliciting proposals from qualified emergency medical services (EMS) organizations to provide Basic Life Support (BLS) services to the citizens, workers, and visitors within the Borough of Metuchen for at the very least the time periods of Monday through Saturday from 5:00 am to 7:00 pm and up to twenty-four hours a day, seven days a week, three hundred sixty five days a year depending upon the availability of the volunteer Metuchen First Aid Squad and the proposal submitted. The organization may be called upon to provide services in neighboring communities when available pursuant to mutual aid agreements. The area of the Borough is approximately two point seven (2.7) square miles with a population of 15,049. The contract period will depend upon the contract awarded; however, it shall not be for no less than one (1) year and no more than five (5) years. The Borough reserves the right to award a one-, two-, three-, four- or five-year contract or a combination thereof with an optional extension/s, not to exceed a total of five years depending upon the proposal determined to be the most advantageous to the Borough and its residents.

II. BASIC SERVICES

The vendor shall supply all necessary personnel, ambulance vehicles, equipment and supplies necessary to provide BLS emergency ambulance service to transport any person who becomes injured or ill within the corporate limits of the Borough of Metuchen and who requires emergency medical treatment or emergency transport to the hospital. The vendor may be called upon to provide said services to persons in neighboring municipalities with whom the Borough has a mutual aid agreement, if available.

Basic Life Support (BLS) is defined as a basic level of pre-hospital care that includes patient stabilization, airway clearance and maintenance, cardiopulmonary resuscitation (CPR), hemorrhage control, initial wound care, fracture stabilization, victim extrication and other techniques and procedures approved by the New Jersey Department of Health and Senior Services.

Vendor shall provide BLS services without regard to a person's ability to pay for the service. The vendor shall provide BLS emergency transport service on an ongoing

basis for the time periods of at least Monday through Saturday from 5am to 7pm basis to the closest appropriate medical treatment facility as dictated by the patient's condition, including, but not limited to JFK Medical Center, Raritan Bay Medical Center, Robert Wood Johnson University Hospital, St. Peter's University Hospital and/or University of Medicine & Dentistry of New Jersey. The Vendor may be called upon to provide BLS Emergency transport services for up to twenty-four hours a day, seven days a week, three hundred sixty-five days a year depending upon the availability of the volunteer Metuchen First Aid Squad. The Vendor shall be responsible for coordinating the schedule with the Metuchen First Aid Squad in order to ensure sufficient services at all times. Non-emergency transport ambulance services are not included within the scope of this proposed Agreement.

The vendor shall work in conjunction with the volunteer Metuchen First Aid Squad to provide basic life support services. The vendor shall be the primary responder to any emergency dispatched for ambulance services during the times set forth herein as well as those specified in the Agreement. In the event of a major incident or dispatch involving multiple patients, wherein both the vendor and volunteer squad may be on the scene, the designee of the Borough of Metuchen, by way of the Agreement, will direct on scene priority as may be needed and in accordance with standard operating procedures.

There is no minimum or maximum number of calls that will be received by the vendor.

Vendor will be expected to respond immediately to a dispatched call it receives for emergency services. Vendor shall be on the scene of the call as soon as safely possible. Vendor will be expected to maintain a record of the times of dispatch and on-scene arrival to report to the Borough. The Borough will be sent reports and review the arrival and response times during the term of the contract to ensure that the residents are receiving the best possible service.

Vendor may also be called upon to assist with fire stand-by calls or attend special events in the Borough, such as fireworks, community events, etc. The special events will not be a separately billed item or require additional staffing but will be attended by EMTs on duty who are not attending to an emergency call. If such attendance requires a fee to the Borough, said fee should be contained, in the proposed vendor's cost proposal. Otherwise, it will be assumed that no such fee is required.

III. VEHICLE COVERAGE AND STAFFING

The vendor will, at a minimum, provide/assign sufficient number of ambulance vehicles and personnel for the aforementioned hours during the term of this contract. In its

proposal, the vendor must fully explain its manner of ensuring "back up" ambulance vehicles and personnel are available to meet the staffing requirements set forth herein. Vendor should indicate if a specific ambulance is dedicated for the services to be provided to the Borough of Metuchen and how many ambulances the Vendor shall have available during times they are providing services to the Borough, such a dedication shall be viewed favorably in the evaluation process

Compliance with Applicable Law - The vendor shall comply with all applicable laws and regulations governing the provision of BLS emergency ambulance services, including but not limited to all employee licensing, training, and education requirements. In addition, the vendor shall comply with applicable labor laws and/or Department of Health regulations pertaining to the amount of hours worked by any one person in a day. The vendor also agrees to comply with all state and local traffic laws and ordinances.

IV. MANAGEMENT AND PERSONNEL QUALIFICATIONS

Personnel Qualifications - Each Emergency Medical Technician shall hold current certifications from the New Jersey Department of Health as an Emergency Medical Technician and a current certification in CPR/Defibrillator. Drivers must hold a valid New Jersey driver's license. The vendor shall be solely responsible for the hiring of employees. The vendor shall also be solely responsible for ensuring that all personnel assigned to the Borough of Metuchen hold all necessary certificates, licenses, and training in order to fulfill its duties to the Borough of Metuchen. In addition to the certifications, all ambulance staff shall be trained in the use of radio transmitting and receiving. The vendor shall offer in-service training programs to ambulance staff to assist its employees in keeping current their certifications and to assure the maintenance of BLS services of high quality. Vendors shall provide documentation of training and continuing education provided to its employees. Vendor shall also provide documentation of successful background investigations, including drug screening tests for all personnel that will be assigned to work in the Borough of Metuchen. The successful vendor will be required to update the information with each personnel change in a monthly report to the Borough.

Uniforms - All ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to uniform and work jacket.

The vendor is responsible for all operating expenses, including salaries, benefits, insurance etc. for the personnel assigned to work in the Borough. It shall be expressly

understood that the personnel assigned to the Borough are employees of the vendor and not employees of the Borough.

Mandatory Affirmative Action Compliance. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. An affirmative action compliance notice, along with Exhibit A summarizing the full, required regulatory text are included for the vendor's acknowledgement and made part of the specifications.

American with Disabilities Act of 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read the Americans with Disabilities language that is included as Exhibit B of this specification and agree that the provisions of Title II of the Act are made a part of a contract awarded pursuant to this proposal. The vendor is obligated to comply with the Act and agrees to indemnify and hold the Borough harmless against any actions, suits or claims resulting from the vendor's violation of the Act.

New Jersey Anti-Discrimination N.S.S.A. 10:2-1 There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts to be covered by any contract resulting from this bid.

V. VEHICLES AND OTHER EQUIPMENT AND SUPPLIES

In the provision of EMS services to the Borough of Metuchen, the vendor must supply and utilize a licensed emergency vehicle equipped and operated in accordance with the standards of law, including, but not limited to N.J.A.C. 8:40-1.1 et seq., the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility. Vendor should indicate if a specific ambulance is dedicated for the services to be provided to the Borough of Metuchen, such a dedication shall be viewed favorably in the evaluation process.

Radios and other equipment and supplies - The vendor shall also be equipped with and maintain mobile radios and other communication equipment and licenses necessary to

comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines.

Maintenance, Replacement and Storage of Ambulance and other Equipment. It will be the responsibility of the vendor to maintain, replace and store the assigned ambulances and other equipment. In the event that the proposed vendor is unable to store the assigned ambulance on its own and seeks to store the ambulance within the Borough of Metuchen at the Metuchen First Aid Squad, the proposed vendor's proposal shall indicate the same, along with the amount of a proposed rental fee the proposed vendor will pay to the Borough for said rental fee or whether there is a reduction in its cost proposal based upon the waiver of a rental fee.

The vendor EMTs must ensure that their ambulance vehicles and equipment are in proper working order before calls. The vendor EMS personnel shall be responsible for keeping all of the assigned vehicle clean and stocked with appropriate supplies.

VI. QUALITY ASSURANCE

Quality assurance functions shall be included and shall consist of, at least, routine call review and medical direction by a Physician.

VII. BILLING

The vendor may bill patients, Medicare, Medicaid, or other insurances for the services that may be financially responsible for services it renders during the contract term. The vendor shall comply with all State and Federal laws related thereto, including any regulations imposed by the Department of Health or related to Medicare/Medicaid. The vendor may provide uninsured consumers with charity or compassionate care or similar options to offset costs associated with services provided to them by the vendor. In the event the vendor chooses to provide such, same must be contained in its proposal to the Borough. All related billing and collection efforts of the proposed vendor, expenses and liabilities associated therewith are the responsibility of the vendor and shall be explained in detail in the vendor's proposal.

VIII. RECORDS AND REPORTS, AUDITS

The Borough will require that the successful vendor provide certain reports as described below to the Borough. The vendor shall provide all reports to the Borough Administrator. Said reports will be generated in an electronic form to the Borough;

however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.

The vendor shall provide to the Borough a monthly operating report by the 10th day after the end of the month. The report shall be sent to the Borough in an electronic format acceptable to the Borough. The report shall contain the following information:

- a. Total number of BLS responses;
- b. The response time to BLS calls, identifying time of dispatch and time of arrival on scene;
- c. The number of response times over 8 minutes (see also below)
- d. The number of incidents a BLS Unit was not available;
- e. The number of incidents when a mutual aid ambulance was called into Borough;
- f. The total number of calls where the patient was not transported;
- g. The total number of patient emergency transports;

In addition, the vendor shall maintain proper documentation of calls for billing purposes. The vendor shall provide a quarterly financial report which shall include:

- a. The number of BLS calls for the three-month period;
- b. Number of calls and associated dollar amounts considered uncollectible (if available to the vendor);
- c. Amount billed and amount received for BLS calls for the three-month period, including the payer mix of collections.

The vendor shall provide a written report of each complaint of service delivered by the vendor that the vendor receives. Said report shall state name, address, and telephone number of the complaint, nature of complaint, exact status of ambulance and personnel involved on behalf of the vendor. The vendor shall reply to all complaints of service received within one (1) week. If the vendor believes that the complaint is due to the actions of the Borough or its designee (rather than the Vendor), the vendor shall refer the complaint to the appropriate person representing the Borough and supply the Borough Administrator a copy of initial complaint within one (1) week. All records and reports required to be prepared and maintained by the respondent shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement. The Borough shall, upon two (2) days written notice, have the right to conduct periodic program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. Such audits and inspections shall occur during normal business hours. The vendor

shall receive a full copy of each report finding. The vendor agrees to cooperate fully with the Borough in the monitoring of the Agreement.

Records maintained by vendor in carrying out the terms of the contract shall remain property of the Borough. Vendor will be required to comply with any privacy laws pertaining to medical records.

IX. PROPOSAL SUBMISSION – REQUIRED ITEMS

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The Borough of Metuchen requires a standard format for all proposals submitted to ensure that clear, concise, and complete statements are available from each Vendor in response to requirements. The Borough is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the Borough may determine the proposal to be unresponsive.

The proposal shall be submitted to the Borough Administrator, Borough of Metuchen, 500 Main Street, Metuchen, NJ 08840, in envelopes marked “Proposal for EMS” no later than August 4, 2022, at 1:00 p.m. The Borough is not responsible for late deliveries by the postal service or courier. No fax copies will be accepted. Vendors should submit at least six (6) copies of the proposal.

Each proposal submitted must address the areas described below.

- a. Title Page
- b. Table of Contents
- c. Executive Summary (including cost proposal, to the Borough of Metuchen, if any)
- d. Scope of Services
- e. Business and Background
- f. Staffing
- g. Assumptions
- h. Timing
- i. Appendices/Other
- j. Cost Proposal

The information requested by the sectional format described above is further defined throughout the within RFP as well as below:

Title Page

The proposal should include a title page, which identifies the proposal, the Vendor's Firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

Table of Contents

The vendor's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

Executive Summary

This section should include a summary of the key points and highlights of the Vendor's response and should discuss the pricing to the Borough of Metuchen residents in the proposal. The Vendor should include the specific collection practices and policies to be utilized. The Vendor should also include in this section if it will seek any cost whatsoever from the Borough of Metuchen, for the provision of the services described herein.

Scope of Services

In this section of the proposal, the vendor should state what they believe to be the scope of services to be provided to the Borough. If there are any gaps between what the vendor believes should be the proper scope given all information known at the time of this RFP, the vendor should clearly state these gaps in this section and clearly mark these concerns as such.

Business and Background

In this section, Vendor should provide the background on their company including but not limited to:

1. Identification of the parent company, services, organization, and company goals. A stockholder disclosure statement in the form attached to this RFP shall be completed and executed;
2. Copy of the company's Annual Report;
3. Organizational chart;
4. Brief biography of those involved in the management of the company;

5. Evidence of experience, capability, and financial responsibility for providing basic life support emergency ambulance services to municipalities of similar size;
6. Evidence of adequate general liability, medical malpractice, and workers' compensation insurance. Insurance requirements are as follows:
 - a. Comprehensive General Liability in the amount of \$5,000,000;
 - b. Medical Malpractice-Professional Liability in the amount of \$5,000,000;
 - c. Workers Compensation as required by statute to cover employees engaged in work under this contract;
 - d. Motor Vehicle Insurance in the amount of \$5,000,000.

Including an indication that the Borough will be named as an additional insured with reference to the insurance and that the vendor agrees to execute an indemnification and hold harmless provision in the agreement.

7. Copy of licenses issued by State of NJ Department of Health and Senior Services, Federal Communications Commission;
8. Copy of NJ State Business Registration Certificate;
9. Affirmative Action Compliance Certification.
10. Non-collusion Affidavit
11. Stockholder Disclosure Certificate
12. Mandatory Equal Employment Opportunity Language
13. Americans with Disabilities Act of 1990
14. C.271 Political Disclosure Statement
15. Disclosure of Investment Activities in Iran
16. Acknowledgement of Addenda
17. Affidavit of Federal Non-Debarment

Staffing, Vehicles, Equipment and Supplies

A discussion of the staffing, the equipment, supplies and the number and type of

ambulance vehicles that will be utilized in the provision the services to the Borough of Metuchen should be contained in this section. The Borough requests that as part of the discussion here, the vendor should provide the proposed scheduling mechanisms to be employed in order to ensure the maximum cooperation of the Metuchen First Aid Squad, to the extent of their availability, while maintaining sufficient coverage for the Borough. The vendor shall also state exactly, the number, type and age of vehicles assigned to be utilized, the role the proposed vendor team member will assume on this phase and detail the qualifications for the role that the team member possesses. In addition, the Vendor shall indicate whether or not a specific ambulance shall be dedicated to the Borough for the times prescribed by the Agreement This section should include resumes and required certifications and background documents for all proposed employees of the vendor.

Assumptions

In this section, vendors should state any assumptions being made relating to any part of the proposal or their response.

Timing

In this section, please describe the timing necessary for the vendor to commence performance.

Appendices/Other

Any additional information applicable to the required content which vendor feels will support their proposal may be included here. If vendors feel that other materials are necessary (such as promotional literature, etc), they may be included but may not be reviewed and will not be part of the official evaluation. All forms attached hereto shall be completed and submitted with the proposal.

X. PROPOSAL EVALUATION

Proposals will be reviewed for compliance with the terms and conditions of the RFP and awarded in accordance with the competitive contracting provisions of the Local Public Contracts Law. Any Proposals not responsive to the RFP will be rejected. Proposals will be evaluated by and ranked by the Borough of Metuchen Administrator, Chief of Police, Chief Financial Officer/ QPA and The Director of Special Projects of the Borough on the factors most advantageous to the Borough including scope of service, vendor experience, qualification of personnel and cost. After review and analysis to ensure that the proposed management and administration and system complies with all requirements of the Borough set forth herein and after the review that the technical

aspects and the requirements set forth herein have been met, the proper officials of the Borough of Metuchen may recommend the award of contract to the most qualified proposer who will provide the highest quality of with the selection criteria set forth herein to the Mayor and Council of the Borough of Metuchen. The evaluation will consider Scope of Services, Vendor's Experience, Qualification of Personnel and Cost.

There will be four areas of broad criteria by which proposals will be evaluated. Each criterion will be evaluated and the extent to which the criterion is met or exceeded will be assessed by Borough officials.

1. Scope of services:

The proposal will be evaluated to determine whether the proposal meets the scope of services described in this request for proposal. Proposers are cautioned, however, that the response must meet the minimum RFP requirements. Failure to comply with the requirements of this RFP may disqualify the Proposer's response from consideration. The Borough reserves the right to waive any informalities in a Vendor's response if the Borough determines it is in its best interests to do so.

2. Vendor's Experience:

Proposals will be evaluated to determine whether they include documentation (including references, and service level/response time reports) of successful operations in municipalities of similar size and density. Background and overall experience will be considered.

3. Qualification of Personnel:

Through this project, the Borough of Metuchen will be attempting to provide timely and efficient services to its residents. Resumes/qualifications of vendor personnel will be scrutinized to ensure this requirement is met. Proposals will be evaluated to determine whether the personnel team offered is adequately certified and trained. Vendor's methods for ensuring quality control will be taken into consideration.

4. Cost:

Cost to the residents of the Borough of Metuchen and to the Borough of Metuchen will be factors in determining the successful vendor, but the lowest proposal will not necessarily be awarded the contract. The proposal will be evaluated to determine whether the cost is appropriate to the project and whether it provides a value to the Borough.

Any contract awarded will be made pursuant to N.J.S.A 40A:11-4.1 et seq and N.J.A.C 5:34-4.1 et seq (Competitive Contracting Law and Regulations).

The Borough Council will make the final decision to award the contract or reject all proposals if determined in the best interest of the Borough.

XI. ADDITIONAL CONSIDERATIONS

It is anticipated that the services requested pursuant to this Proposal will commence as soon as practicable. The Borough Council, in its sole discretion, will award a one-, two-, three-, four- or five-year contract or a combination thereof with an optional extension/s, not to exceed a total of five years depending upon the proposal determined to be the most advantageous to the Borough and its residents. Accordingly, the contract period will commence, as the Mayor and Borough Council shall determine.

The Vendor understands that this request for proposal and its response will be incorporated into any contract entered between the parties. Should the vendor default in any terms of the agreement or as required in this RFP, the Borough may notify the vendor and allow thirty (30) days to cure the default. The Borough shall, at its sole option be entitled to terminate the contract immediately upon notice to the vendor if the vendor fails to cure the default. Additional causes for cancellation of the contract shall be a) revocation or lapse of vendor's certifications and licenses required by the State; b) revocation or lapses of insurances required under the contract; c) maintaining false records; d) failure of the vendor to make timely responses to calls and/or failure to respond to dispatch; e) any other noncompliance with the contract.

Proposals will be evaluated by the Borough on the basis of the most advantageous, cost and all relevant factors considered. The Borough of Metuchen will evaluate proposals using the following criteria:

CRITERIA: Scope of Service, Vendor Experience, Qualification of Personnel and Cost related criteria used to evaluate the Contractors	Weighting Factor	Points (5 is the highest)
<p>1 – Scope of Service: Experience and reputation in the field. Considers financial viability, stability, performance investigation, litigation/pending litigation, experience, and list of references. Considers the proposed staffing and the availability to accommodate the Borough’s needs and any required meetings of the Borough or other Agency.</p> <p>The proposal will be evaluated to determine whether the proposal meets the scope of services described in this request for proposal. Proposers are cautioned, however, that the response must meet the minimum RFP requirements. Failure to comply with the requirements of this RFP may disqualify the Proposer’s response from consideration. The Borough reserves the right to waive any informalities in a Vendor’s response if the Borough determines it is in its best interests to do so.</p>	25%	0 to 5
<p>2 – Vendor Experience: Considers the ability to provide services, operational efficiency, management capabilities. Considers the Vendor’s program overview, resources, systems, procedures, processes, and evaluation and implementation criteria.</p> <p>Proposals will be evaluated to determine whether they include documentation (including references, and service level/response time reports) of successful operations in municipalities of similar size and density. Background and overall experience will be considered.</p>	25%	0 to 5
<p>3 – Qualification of Personnel Through this project, the Borough of Metuchen will be attempting to provide timely and efficient services to its residents. Resumes/qualifications of vendor personnel will be scrutinized to ensure this requirement is met. Proposals will be evaluated to determine whether the personnel team offered is adequately certified and trained. Vendor’s methods for ensuring quality control will be taken into consideration.</p>	25%	0 to 5
<p>4– Cost: Cost to the residents of the Borough of Metuchen and to the Borough of Metuchen will be factors in determining the successful vendor, but the lowest proposal will not necessarily be awarded the contract. The proposal will be evaluated to determine whether the cost is appropriate to the project and whether it provides a value to the Borough.</p>	25%	0 to 5

**BOROUGH OF METUCHEN
REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES**

PROPOSAL FORMS AND DOCUMENTS

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ **NO ADDENDA WERE RECEIVED**

Acknowledged for: _____

(Name of Contractor)

By: _____

(Signature of Authorized Representative)

Name: _____

Title: _____

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR PROPOSAL SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS RFP ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR REJECTION N.J.S.A. 40A:11-23.2.e

AFFIRMATIVE ACTION COMPLIANCE NOTICE

This form is a summary of the successful contractor's requirement to comply with the requirements of N.J.S.A. 10:5-3 1, et seq and N.J.A.C. 17:27 et seq.

The successful contractor shall submit to the public agency, after notification of the award, but prior to the execution of the contract, one of the following:

1. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

OR

2. A photocopy of a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A completed Employee Information report (Form AA302) provided by the Division and distributed to a public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4).

The successful vendor may obtain the Affirmative Action Employee Report (AA302) from the contracting unit during normal business hours.

The successful vendor must submit copies of the AA302 report to the Division of Contract Compliance and Equal Opportunity in Public Contracts (Division).

The undersigned certifies that he or she is aware of the commitment to comply with the requirements as set forth above and agrees to furnish the applicable forms.

The bid may be rejected as non-responsive if said contractor fails to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(Goods, Professional services, and general service contracts)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, 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, sex, 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 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 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 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 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 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 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 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 (N.J.A.C. 17:27).

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of 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 the Company. (N.J.S.A. 52:34-15)

Subscribed and sworn to before me
This _____ day of _____, 20____.

The above information is true and correct
to the best of my knowledge.

Company’s Authorized Representative:

(Seal) Notary Public of New Jersey/

Name: _____
(Printed/Typed)

Specify Other State (_____)

Title: _____
(Printed/Typed)

My commission expires _____, 20____.

Signature: _____

AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the Borough of Metuchen, (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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of issued and outstanding stock of the undersigned.

OR

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Indicate the type of business organization:

_____ Partnership

_____ Corporation

_____ Limited Partnership

_____ Sole Proprietorship

_____ Subchapter C Corporation

_____ Limited Liability Corporation

_____ Limited Liability Partnership

Sign and notarize below, and if necessary, complete the stockholder list.

Stockholders

Addresses

Subscribed and sworn before me

this ____ day of _____ 2022

(Notary Public)

My Commission expires: _____

(Affiant)

Political Contribution Disclosure Statement — Pay To Play.

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form All respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form.

C. 271 Political Contribution Disclosure Form Contractor Instructions

Business entities (contractors) receiving contracts from a public agency 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 will 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, will 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 will 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 may be used as the contractor’s submission and is disc losable to the public under the Open Public Records Act.

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

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

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #: 13, 14, 17, 18, 19, 22

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):

- Carteret Borough
- Cranbury Township
- Dunellen Borough
- East Brunswick Township
- Edison Township
- Helmetta Borough
- Highland Park Borough
- Jamesburg Borough
- Metuchen Borough
- Middlesex Borough

Milltown Borough
Monroe Township
New Brunswick City
North Brunswick Township
Old Bridge Township
Perth Amboy City
Piscataway Township
Plainsboro Township
Sayreville Borough
South Amboy City
South Brunswick Township
South Plainfield Borough
South River Borough
Spotswood Borough
Woodbridge Township

Boards of Education (Members of the Board):

Carteret Borough
Cranbury Township
Dunellen Borough
East Brunswick Township
Edison Township
Helmetta Borough
Highland Park Borough
Jamesburg Borough
Metuchen Borough
Middlesex Borough
Milltown Borough
Monroe Township
North Brunswick Township
Old Bridge Township
Perth Amboy City
Piscataway Township
Sayreville Borough
South Amboy City
South Brunswick Township
South Plainfield Borough
Spotswood Borough
West Windsor-Plainsboro Regional
Woodbridge Township

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION # AND TITLE: 2022 GRANT WRITING SERVICES

VENDOR/BIDDER NAME: _____

- Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

-
- I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

- I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries, or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____

Duration of Engagement	_____
Anticipated Cessation Date	_____

Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Borough of Metuchen is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Borough to notify the Borough 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

W-9

Attach Completed and Executed W-9 to Proposal

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Borough of Metuchen
CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (If applicable)	
CAGE Code (If applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>the Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> 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 <i>Borough of Metuchen</i>, permitting the <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>

Full Name (Print):		Title:	
Signature:		Date:	
PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Home Address (for Individual) or Business Address			

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____.

I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Metuchen** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **to the Borough of Metuchen** to notify the **Borough of Metuchen** 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 **Borough of Metuchen** permitting the **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Business Address

Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Metuchen is relying on the information contained herein and that I am under a continuing obligation from	

the date of this certification through the date of contract award by **the Borough of Metuchen** to notify the **Borough of Metuchen** 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 **Borough of Metuchen**, permitting the **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

COST PROPOSAL

Please provide a separate detailed description of the cost proposal to the residents of the Borough of Metuchen, which shall include, but, not be limited to addressing the following: a proposed patient fee/rate schedule for services provided, the amount of time the vendor is willing to keep the fee/rate schedule unchanged, the circumstances that would lead to a changes in the fee/rate schedule, the method by which the vendor would change its fee/rate schedule, the method by which patient billing and collections is handled, the method by which patient billing is handled when other emergency medical response entities are involved in the response, any exceptions/exclusions or exemptions to the costs charged, the method by which balance billing is handled, the circumstances that would induce the vendor to waive or reduce its fees in hardship cases, and if the vendor seeks any costs or payment from the Borough of Metuchen in return for the provision of services in the Agreement. The proposed vendor shall also include whether or not the proposed vendor requires a place for storage of the assigned ambulances and whether the proposed vendor agrees to pay a rental fee for the storage of the assigned ambulances or in the alternative to waive other such fees to the Borough or its residents. The Cost proposal should also include a proposal for a one (1) year, two (2) year, three (3) year, four (4) year, five (5) year and/or a combination thereof with option extensions, not to exceed a total five (5) year agreement with the Borough of Metuchen.