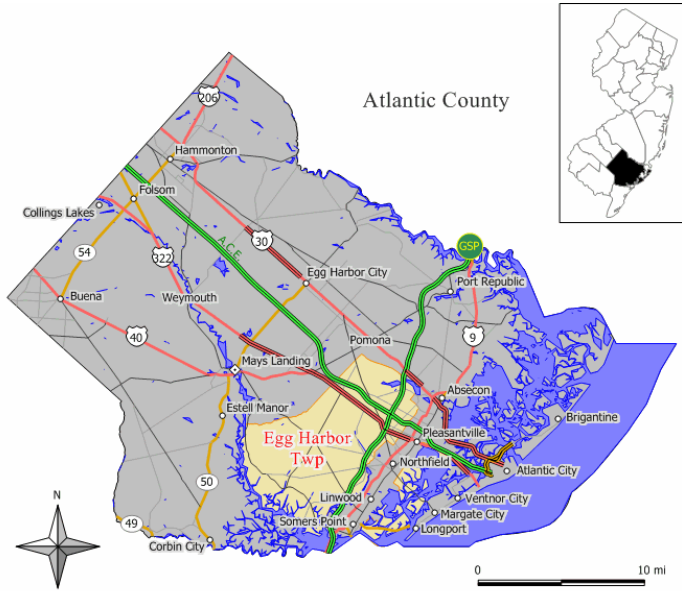


Bid Opportunity

Emergency Medical Billing Services



<i>Bid Opening Date</i>	<i>Tuesday November 21, 2017</i>
<i>Bid Opening Time</i>	10:00 am
<i>Bid Opening Location</i>	Conference Room 108 Egg Harbor Township Municipal Building 3515 Bargaintown Road Egg Harbor Township NJ 08234

<i>Request for Proposal Submitted by</i>	
Name	
Title	
Company/Organization	
Address	
Phone	
Facsimile	
Email address	
Signature	→

Any questions contained herein may be directed to:
Township Administrator Peter J Miller at 609-926-4027

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Clerk of the Township of Egg Harbor, County of Atlantic, State of New Jersey on **November 21, 2017 AT 10:00 AM** prevailing time at Township of Egg Harbor Municipal Building, Room 108, 3515 Bargaintown Road, Egg Harbor Township NJ 08234 at which time and place bids will be opened and read in public for **EMERGENCY MEDICAL BILLING SERVICES**. Bids shall be delivered or mailed to the Township Committee, c/o Eileen M. Tedesco, RMC, Township Clerk, 3515 Bargaintown Road, Egg Harbor Township NJ 08234. Responsibility for delivery by hand or mail is the bidders.

Specifications and forms of bids for the proposed work are available via www.ehtgov.org or at the Office of the Township Clerk, 3515 Bargaintown Road, Egg Harbor Township NJ 08234-8321 (609-926-4085) and may be inspected/obtained by prospective bidders during regular business hours. Bidders who do not download this document will be furnished with a copy of the specifications upon proper notice and payment of a non-refundable fee of \$10. **Bids must be made on standard proposal forms in the manner designated therein and required by the specifications and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside, addressed as follows: Township Clerk, Egg Harbor Township, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234 and must be accompanied by a Non-Collusion Affidavit and a Certified Check, Cashier's Check or Bid Bond for not less than ten (10%) percent of the amount bid, provided said security need not be more than \$20,000 nor less than \$500 and be delivered at the place on or before the hour named above.**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addenda to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. ALL RFP ADDENDA WILL BE ISSUED ON THE TOWNSHIP OF EGG HARBOR'S WEBSITE. To access Addenda, go to www.ehtgov.org. There are no designated dates for release of Addenda. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all Addenda related to this contract.

Bidders are required to comply with the requirements of the Public Law, 1975, C.127 NJSA 34:11-56, 25 et seq as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33 NJSA 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater therein, as the case may be.

Challenges to bid specifications must be made in writing addressed to the Township Clerk, at least three (3) business days prior to the bid opening date. Challenges filed otherwise will not be considered.

Prospective Bidders are required to comply with the requirements of NJSA 10:5-31 et seq and NJAC 17:27 (Contract Compliance and Affirmative Action for Public Contracts).

Prospective Bidders are required to comply with the requirements of NJSA 19:44A-20.27. Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The Township reserves the right to reject bids based upon the criteria specified in the Information to Bidders.

By Order of the Egg Harbor Township Committee, Eileen M. Tedesco, RMC, Township Clerk

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I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at 10:00 AM in Conference Room 108, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. **All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.**
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by a (✓), shall be applicable to this bid and be made a part of the bid documents:

✓ A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The bid bond is to be calculated by applying your proposed percentage of cash received bid to the estimated \$1,000,000 (see Specifications for Emergency Medical Billing Services, Section 1.3) estimated annual worth of contract. The bid bond will be for ten percent (10%) of that value.

Failure to submit a bid guarantee shall result in rejection of the bid.

✓ B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit consent of surety form shall result in rejection of the bid.

✓ C. **PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

□ D. **LABOR AND MATERIAL (PAYMENT) BOND**

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

- _____ 1 year
- _____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

✓ A Pre-Bid Conference is not required for this bid.

- A pre-bid conference for this proposal will be held on _____.
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by a (✓) shall include but are not limited to the following coverage(s).

A. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and acceptable to the municipality.

- ✓1. Worker's Compensation Insurance

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

✓2. General Liability Insurance

During the life of the contract the contractor shall procure and maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than five hundred thousand dollars per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

☐3. Automotive Liability Insurance

During the life of this contract the contractor shall procure and maintain motor vehicle liability insurance, including applicable no-fault coverage with limits of liability not less than five hundred thousand dollars per accident combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

☐4. Other Forms of Insurance Required

Additional Insured: The following shall be additional insureds: The Township of Egg Harbor, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the additional insureds, and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or

increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

Each bidder (contractor) shall submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety

Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

✓ H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

✓ I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Subsection E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and Accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

SPECIFICATIONS FOR EMERGENCY MEDICAL BILLING SERVICES

1.0 INTENT/PURPOSE

- 1.1 It is the intent and purpose of these specifications to adequately describe the type, quality and quantity of the **Emergency Medical Billing Service** that is desired to be furnished and shall meet the needs and demands of the Township of Egg Harbor; and to list all requirements necessary for entering into a contract for the furnishing of the specified items and/or service as provided for herein and as applicable in the attached proposal, or as mutually agreed upon.
- 1.2 The conditions and requirements are intended to be open and competitive for the purpose of obtaining adequate participation of interested parties, uniformity in the submission of bids and selection of the most responsive responsible bidder. The Township shall be the sole judge concerning the merits of all bids and sample materials submitted.
- 1.3 **For the purpose of bidding, each bidder shall utilize the total dollar figure of one million dollars (\$1,000,000) as the estimated annual worth of the Contract.** This number only represents a total estimated dollar figure to be collected by the successful contractor under this contract. In no way shall it be misconstrued that this figure represents the actual dollars that may be paid to the successful bidder of the Township.
- 1.4 Listed below are the specifications for equipment and supplies and/or description of services and other information that shall be required by the Township in the establishment of any Emergency Medical Billing Service Contract. **Any and all deviations from these specifications shall be noted in writing on the Proposal Form and/or additional attachments as may be required.**

2.0 GENERAL REQUIREMENTS

- 2.1 Currently, the Township of Egg Harbor operates a Municipal Ambulance Service that is under the direction of the Egg Harbor Township Administrator. **The Township presently owns five (5) late model ambulances.** Normally, a minimum of two ambulances are on duty at any time.
- 2.2 Part of this service involves the collection of fees from users as set by the governing body of the Township of Egg Harbor. The purpose of this bid proposal shall be to solicit bids for the billing and the accounting of the applicable fees by any qualified outside independent contractor.
 - 2.2.1 Currently the Township has established a dollar amount of **six hundred fifty dollars (\$650) for residents and seven hundred dollars (\$700) for nonresidents per loaded ambulance run plus a loaded miles fee of fifteen dollars (\$15) per mile**, from the Township of Egg Harbor to local hospitals, i.e. (Shore Medical Center, 1 East New York Avenue, Somers Point, NJ 08244; AtlantiCare Medical Center, Mainland Division, Jimmie Leeds Road, Pomona, NJ 08240; AtlantiCare – City Division & Trauma Center, Michigan and Pacific Avenues, Atlantic City, NJ 08401, etc) (See Egg Harbor Township Ordinance 13 of 2016 [annexed hereto as Exhibit C] adopted July 1, 2016, for additional fees). **The Township reserves the right to change the stated fee in accordance with any future changes to the Fee Schedule of the Code of the Township of Egg Harbor.**
- 2.3 The average billable (**loaded**) miles of transport:

Location	Hospitals		
	ACMC - City	ACMC - Mainland	SMC
Fire and Tilton Roads	10.0	8.5	7.1
MLSP Rd. Milepost 8.0	20.0	16.8	9.1
BHP and English Creek	12.1	7.8	10.8
BHP and Hampton Inn, West Atlantic City	5.3	11.8	12.2

MLSP – Mays Landing Somers Point Road

BHP – Black Horse Pike

ACMC – Atlantic City Medical Center

SMC – Shore Medical Center

Average billable loaded miles – 11.0 miles

2.4 Total Dispatches:

2.4.1 for the calendar year 2012 – 4,397 dispatches

2.4.2 for the calendar year 2013 – 4,442 dispatches

2.4.3 for the calendar year 2014 - 4,620 dispatches

2.4.4 for the calendar year 2015 - 4,708 dispatches

2.4.5 for the calendar year 2016 - 5,042 dispatches

Note: yearly and monthly numbers are for all dispatches. Not all dispatches are billable, i.e. fire standby, special details and public assists.

2.4.6 Monthly Breakdown of Transports for 2010 - 2013

<i>Month</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>
January	378	370	367	420
February	299	343	378	384
March	369	371	357	410

April	334	397	359	397
May	419	412	397	439
June	374	388	399	416
July	436	406	412	456
August	391	367	411	453
September	335	386	368	400
October	393	398	401	451
November	351	378	416	392
December	365	393	431	414

Note: The above runs are inclusive of EMS runs in conjunction with AtlantiCare MICU unit, which said billings become responsibility of AtlantiCare. The Township of Egg Harbor maintains an agreement with AtlantiCare for a fixed rate reimbursement of MICU transports.

- 2.5 The Township obtained certification for its ambulance fleet through the State of New Jersey. Certificates are on file with the Director, Ambulance Services.
- 2.6 All bidders shall be required to show evidence that they are experienced in the field of municipal ambulance billing services. Additionally, each bidder shall be required to show proof that they have been continuously engaged in the field of municipal ambulance billing services for duration of not less than **five (5) years. All bidders shall be required to submit to the Township Clerk along with their bid, a list of governmental/municipal customers, whom they are currently servicing for the above specified ambulance billing services.**
 - 2.6.1 In addition to the above required listing, **each bidder shall be required to complete the attached reference forms, listing a minimum of five (5) governmental agencies/municipalities that they are currently servicing within the State of New Jersey. In each of these cases, service must have been provided for a minimum of three (3) years.**
 - 2.6.2 **Each bidder must have SAS70 Audit Certification, HIPPA Standards of Compliance training and a Compliance Officer Representative, including a description of job duties and experience.**
 - 2.6.3 SAE No. 16 reporting on controls of a service organization, Type II Report.
- 2.7 **All staff utilized by the vendor, who are responsible for the processing of claims shall be direct employees of the vendor and shall be subject to pre-employment screening and written confidentiality agreements.**

- 2.8 **The processing of all claims shall be performed at the vendor's stated place of business and in a secured protected environment.**
- 2.9 This form of claim processing shall not be confused with the collection of bad debts. After an appropriate number of attempts, but no fewer than three (3), and/or a reasonable established amount of time, if directed by the Township, the successful bidder shall be required to notify the Township of all non-collected accounts to the Township of Egg Harbor with no claim for payments against the Township or invoices for their service costs involved in the attempt to collect the funds. A history of the Account shall be included outlining the dates of the billings and notices in accordance with this specification. Upon direction of the Township, the successful bidder shall turn the non-collected accounts over to a collection agency for further collection efforts. The successful bidder will administer all fees associated with collection agency revenues and include fees incurred in monthly invoices to the Township of Egg Harbor. Fees for collections chargeable to the Township of Egg Harbor are limited to the contract fee established in the base contract.
- 2.10 All potential bidders are hereby notified that prior to the award of the contract, the Township shall be permitted to have its designated Township Officials perform an on site visit of the prospective vendor's business location to determine their ability to perform the said services as outlined in the specifications. Additionally, at that time, the Township shall examine the vendor's computer technology and teleprocessing capabilities and shall determine if the bidder has the capacity to handle the services as outlined in the specifications professionally and to their fullest extent.
- 2.11 The computer software utilized shall be ambulance-specific and shall have the ability to keep all data completely separate among the vendor's clients.
- 2.12 **The vendor shall have the capability of accessing patient/insurance data electronically via connections to the local hospital's (Shore Medical Center's and AtlantiCare City and Mainland Divisions) computer systems.**
- 2.13 **The successful bidder shall be equipped with the requisite computer hardware and software to electronically access the computers of the major insurance companies, Medicare and Medicaid,** and to have the ability to input claims into their systems for prompt processing of said claims. The successful bidder shall be responsible for any costs associated with electronic communication or software module updates required by the Township.
- 2.14 The vendor shall employ a combination of electronically transmitted and computer generated paper claims submissions, as accepted by the various insurance carriers for the fastest possible reimbursement to the Township. Additionally, the vendor shall be required to produce a monthly report that will reflect that these submissions have occurred as specified.
- 2.14.1 **The vendor is required to impute and produce billing to the insurance company and/or the appropriate party within ten (10) business working days of receipt of documentation from the Township.**

- 2.14.2 The vendor shall be required to notify the patient that their insurance company has been billed for said services rendered by the Township. Said notification shall be in compliance with insurance regulations of the State of New Jersey.
- 2.14.2.1 If said claim has not been paid within **thirty (30) days**, the vendor shall be required to contact the respective insurance carrier to determine the status of the claim, in addition the vendor shall send a notice to the patient informing them that thirty (30) days have passed since the billing and that the bill has not been paid by the insurance carrier and that the patient should contact their insurance carrier as soon as possible to resolve this outstanding obligation.
- 2.14.2.2 If said claim has not been paid within **sixty (60) days**, the vendor shall be required to contact the respective insurance carrier to determine the status of the claim, in addition the contractor shall send a notice to the patient informing them that sixty (60) days have passed since the billing and that the bill has not been paid by the insurance carrier and that the patient should contact their insurance carrier as soon as possible to resolve this outstanding obligation. If said claim is not paid in thirty (30) days of this notice, the bill in the full amount shall then become the full responsibility of the patient.
- 2.14.2.3 If said claim has not been paid within **ninety (90) days**, the vendor shall be required to contact the respective insurance carrier to determine the status of the claim, in addition the contractor shall send a notice to the patient informing them that ninety (90) days have passed since the billing and that the bill has not been paid by the insurance carrier. The bill in the full amount is the full responsibility of the patient and is due immediately.
- 2.14.2.4 All patient invoices requesting payment shall identify that **all checks are to be made payable to the Township of Egg Harbor/EMS and mailed to the medical billing processing address.**
- 2.15 **Bids shall be accepted on a percentage of the money received, not billed out.** Should the Township decide to cancel a charge for some reason or set up a committee to do so, the contractor shall cease billing and receive no payment for that specified account and amount.
- 2.16 **The vendor shall be required to maintain a billing office that is associated with the Township's EMS contract that is located within one-hundred (100) miles from the borders of the Township of Egg Harbor and located in the State of New Jersey.** This requirement is necessitated due to the required deliveries by the Township and the annual audit and review of records by the Township Auditors and Representatives.
- 2.17 Run Data Transmission
- 2.17.1 The successful bidder shall be able to accept a computer generated upload of information on a daily basis. **Bidder shall be responsible for maintaining a computer system compatible**

with the Egg Harbor Township EMS Charts - Basic Edition data collection system. The contractor shall then properly code all services to verify insurance information, addresses, etc. Patient supplied insurance forms shall be completed and sent as required. All billings shall first be submitted to the patient's insurance provider, Medicare or Medicaid. Amounts not paid through insured claims shall be billed to the patient directly. The vendor shall comply with the billing outlined Sections 2.15.1 – 2.15.2.

- 2.18 **The successful bidder shall provide either a local and/or a toll-free long distance telephone line** to provide prompt responses to patients' questions regarding services rendered and charges billed. Telephone receptionist shall have quick access to patients' records and be trained and qualified in this service. Sufficient lines shall be provided so as to provide adequate customer service. The vendor shall only employ fully trained and qualified individuals that are capable of servicing the various needs of the potential callers. The successful bidder shall also provide direct line access for the use of the Director of Ambulance Services and the Township Administrator or his designated representative.
- 2.19 Vendor shall deposit patient payments directly to the Township of Egg Harbor current account within forty-eight (48) hours of their receipt. Vendor shall forward deposit receipts to the Township of Egg Harbor within two (2) business days of deposit.
- 2.20 **The vendor shall be responsible for all the costs associated with the aforementioned bill forms, reports, telephone lines, envelopes, calls, postage and all other incidental costs. Vendor is responsible for cost of EMS Charts Basic Edition to include the billing export, mobile and geocoding. Vendor shall show proficiency in use of EMS Charts Basic Edition or equivalent to the satisfaction of the Township.**
- 2.21 Each bidder shall be requested to furnish with their bid package, samples of all the reports that could be furnished in connection with the service being proposed. The contractor shall fully describe the purpose and the data that would be contained in each report.

2.21.1 **Required Reports**

2.21.1.1 **Billing Report, which shall include the following:**

- 2.21.1.1.1 Account Number
- 2.21.1.1.2 Patient's Name
- 2.21.1.1.3 Insurance Code
- 2.21.1.1.4 Amount of Billing
- 2.21.1.1.5 Date of Service
- 2.21.1.1.6 Date of Billing
- 2.21.1.1.7 Status

2.21.1.2 **Receipt Report, which shall include the following:**

- 2.21.1.2.1 Account Number
- 2.21.1.2.2 Patient's Name
- 2.21.1.2.3 Insurance Code
- 2.21.1.2.4 Amount of Payment
- 2.21.1.2.5 Date of Payment
- 2.21.1.2.6 Status

2.21.1.3 **Adjustment Report, which shall include the following:**

- 2.21.1.3.1 Account Number
- 2.21.1.3.2 Patient's Name
- 2.21.1.3.3 Insurance Code
- 2.21.1.3.4 Adjustment Code
- 2.21.1.3.5 Amount of Adjustment
- 2.21.1.3.6 Status

2.21.1.4 **Receivable Report, which shall include the following:**

- 2.21.1.4.1 Account Number
- 2.21.1.4.2 Patient's Name
- 2.21.1.4.3 Service Date
- 2.21.1.4.4 Billing Date
- 2.21.1.4.5 Receipt Date
- 2.21.1.4.6 Adjustment Amount
- 2.21.1.4.7 Balance Due
- 2.21.1.4.8 Status

2.21.2 Reports shall be closed out at the end of each month and delivered to the Township by the tenth (10th) day of the following month. All year end reports shall be closed out on December 31st and forwarded to the Township by the tenth (10th) day of the following month.

2.22 The Township shall be able to receive and obtain upon request from the contractor, any of the financial reports generated by the computer system within five (5) business days.

- 2.23 By the fifteenth (15th) of each month, the contractor shall submit a voucher showing the total amount of money collected by the Township and the percentage the Township owes to the contractor for the preceding month.
- 2.24 By the fifteenth (15th) of each month, the contractor shall send a report listing the open non-collected accounts which are to be submitted to the collection agency. Any additional information concerning the patient which should be useful to the collection agency shall be included in the report.
- 2.25 If the contractor is replaced in any subsequent contract, all open accounts shall be closed on the one-hundred and twentieth (120th) day following the end of the contract term. A complete list of all open accounts including addresses, along with any written correspondence shall be provided to the Township. This list shall provide a full history of each account. The list shall be assigned to collections; or assumed by the current contractor for follow-up billing as determined by the Township. Payments shall be credited to the account of a billing agency based on the return envelopes received.
- 2.26 The vendor shall provide, when requested by the Township, aged receivable reports, which shall list and include each payer's outstanding balances listed according to the original aging date; the address of the patient; the insurance company of record and any other relevant information. The Township shall retain the right and ability to review the status of said reports on demand or on scheduled basis as determined by the Chief Financial Officer.
- 2.27 The bidder shall furnish with their bid package, on a separate attachment, a full description of the handling of incomplete data from the Township, denied claims, partial reimbursements by payer type, undeliverable mail and accounts in arrears.
- 2.28 The bidder shall furnish with their bid package, on a separate attachment, a full description of their policies and procedures for the protection of the confidentiality of all the Township's records in their possession.
- 2.29 All documents and reports shall remain the property of the Township of Egg Harbor.
- 2.30 If directed by the Township, the vendor shall be required to have the accounts audited by the Township Auditor. This audit shall be performed annually with compliance reviews on a need-be basis. All costs associated with this portion of the contract shall be the sole responsibility of the Township. Type 2 SOC1 Report on service provider, also sample of billings report, Ambulance yearly runs report.
- 2.31 The Township and the successful vendor shall be required to meet on a quarterly basis to discuss any problems or concerns associated with this contract. This schedule shall be established by the Township Administrator.

Exception(s): _____

3.0 TERM OF THE CONTRACT

3.1 **This contract shall be for a period of twelve (12) months and shall commence on January 1, 2018 and continue through December 31, 2018.**

3.2 **Option to Renew**

3.2.1 **The Township reserves the right to renew this contract for a period of an additional twenty-four (24) months. This option for renewal shall be at the Township's sole description and shall be enacted by the recommendation of the Township Administration and the approval of the Township Committee.**

3.3 **The total term of the contract shall not exceed a period of thirty-six (36) months, as per N.J.S.A 40A: 11-15.**

3.4 **The Township of Egg Harbor may, at any time during the contract period, terminate the contract by giving thirty (30) days notice in writing to the Contractor of its intention to do so.**

4.0 AWARD AND CONTRACT START-UP

4.1 The Township intends to award a contract for the said services as indicated herein, upon receipt of competitive bids. Following the receipt of bids, a tabulation committee shall carefully review all submissions and make recommendations to the Township Committee for their consideration. The Township Committee shall either adopt a resolution of award or reject the bids, setting forth the reasons therefore as prescribed by law. The successful bidder shall be offered a contract to incorporate the terms of these specifications and set forth any particulars resulting from the bid process. The Township shall supply the form of said contract to the successful bidder, whose duly authorized representative shall sign and attest to same, returning the Contract to the Township Clerk who shall secure the required Township Signatures. A copy of the fully executed Contract shall be supplied thereafter by the Township Clerk to the successful bidder.

4.2 All prospective bidders shall be qualified and licensed to do and perform business in the State of New Jersey.

4.2.1 **Prospective bidders shall provide Certification/License as a Qualified Third Party Billing Service in accordance with State of New Jersey N.J.S.A. 17B:27B-1 et seq.**

4.2.2 Prospective bidders shall provide a **Business Registration Certificate**.

4.3 The successful bidder shall be required to indemnify and hold the Township harmless from and against any and all liabilities arising from professional liability claims. The bidder shall be required to carry in addition to the insurance outlined in Information for Bidders paragraph 8, Professional Liability Insurance in the amount not less than \$500,000.00 and shall be required to furnish proof of such coverage at the time specified by the Township Clerk prior to the award of the contract.

4.4 The successful bidder shall not assign nor sublet this contract in whole or in part without the written consent of the Township of Egg Harbor.

4.5 **Any exceptions to these specifications shall be noted in writing and in detail at the time of the bid submission.** Exceptions shall be attached to the front of the bid document, clearly identified as **“Exceptions to the Specifications”**, and shall be signed and dated by a responsible representative of the bidder.

5.0 PAYMENT

5.1 Payment shall be made within thirty (30) days after the submission of bills by a properly executed voucher to the Township in the manner required of municipalities in the State of New Jersey. Voucher forms shall be supplied by the Township of Egg Harbor. All vouchers shall be duly signed by the vendor in the spaces provided for **“claimant’s declaration”** and shall be submitted to the Chief Financial Officer for processing.

5.2 All invoices issued by the successful bidder shall make references to the Township’s Purchase Order number, which shall be issued by the Township at the time of the award of contract and subsequently from time to time as required by the Department of Administration.

6.0 OWNERSHIP OF RECORDS

6.1 The Township shall retain the ownership rights to all records and reports that are utilized and generated in connection with the execution of this contract.

6.2 No records and/or reports shall be released without the prior written approval of the Township Administrator.

6.3 All records shall be maintained in accordance with the prescribed N.J. State Statutes pertaining to Record Retention and for a period not less than six (6) years. No records shall be disposed of, without first obtaining approvals from the Township Clerk, the Township Auditor and the State of New Jersey’s Department of State, Division of Archives and Records Management.

- 6.4 The successful bidder shall be required to provide the following services to the Township on a monthly basis:
 - 6.4.1 All pertinent records shall be scanned onto a CD-Rom. Two (2) copies shall be required.
 - 6.4.2 This service shall include the removal of staples, scanning and shredding of all documents after the prescribed time period as stipulated in the N.J. State Statues pertaining to Record Retention.

PROPOSAL FORM – EMERGENCY MEDICAL BILLING SERVICES

**Township Clerk
 Township of Egg Harbor
 3515 Bargaintown Road
 Egg Harbor Township, NJ 08234-8321**

The undersigned declares that he has carefully examined each and every item of the annexed form Information for Bidders, and the Specifications therein referred to, and that he fully understands the same; and that he proposes and agrees that if this Proposal is accepted, he will contract with the Municipality to provide **EMERGENCY MEDICAL BILLING SERVICES** in the manner and within the time therein prescribed.

Accompanying this Proposal is a **certified check** or **bid bond** payable to the Township in the sum of ten percent (10%) which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty if the contract is awarded to the Undersigned and the Undersigned shall fail to execute the contract within the stipulated time. Otherwise, said check is to be returned to the Undersigned.

Pursuant to the said conditions attached is a Consent of Surety from an approved bonding Company, certifying that the Company will furnish the Performance Bond as required by the contract documents.

In accordance with your Notice to Bidders, the Bid Proposal, General, Instructions, Conditions and Specifications, we wish to quote the following:

TOTAL COMMISSION TO BE PAID TO THE BIDDER

DESCRIPTION	2018	2019	2020
Emergency medical billings services, percentage of collections to be received by the bidder	_____ % of cash received	_____ % of cash received	_____ % of cash received

Name of Bidder _____

Address _____

Authorized by: _____

Title _____

Signature → _____ **Date** _____

Telephone Number _____

Facsimile Number _____

Email _____

GENERAL CONTRACT INFORMATION

Business Name _____

Business Address _____

Contact Person _____

Location of your office from the Township of Egg Harbor, Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township NJ 08234

Distance in Miles _____

Telephone Number(s) _____

Fax Number _____

Email Address _____

Website Address _____

Federal ID No _____

Signature **➔** _____

Date _____

Number of Days Required Prior to Startup of Service _____ **days**

Name and Model of Computer Software being utilized for this contract

REQUIRED REFERENCE LIST OF NEW JERSEY GOVERNMENTAL/MUNICIPAL CUSTOMERS

Business Name					
Business Address					
Telephone Number					
Facsimile Number					
Email Address					
Contact Person					
Number of Claims Billed Annually					
Approximate Dollar Amount of Billed Claims Annually					
Medicare will be billed in the following manner		<input type="checkbox"/>	Electronic	<input type="checkbox"/>	Paper
Business Name					
Business Address					
Telephone Number					
Facsimile Number					
Email Address					
Contact Person					
Number of Claims Billed Annually					
Approximate Dollar Amount of Billed Claims Annually					
Medicare will be billed in the following manner		<input type="checkbox"/>	Electronic	<input type="checkbox"/>	Paper

Business Name				
Business Address				
Telephone Number				
Facsimile Number				
Email Address				
Contact Person				
Number of Claims Billed Annually				
Approximate Dollar Amount of Billed Claims Annually				
Medicare will be billed in the following manner	<input type="checkbox"/>	Electronic	<input type="checkbox"/>	Paper
Business Name				
Business Address				
Telephone Number				
Facsimile Number				
Email Address				
Contact Person				
Number of Claims Billed Annually				
Approximate Dollar Amount of Billed Claims Annually				
Medicare will be billed in the following manner	<input type="checkbox"/>	Electronic	<input type="checkbox"/>	Paper

Business Name			
Business Address			
Telephone Number			
Facsimile Number			
Email Address			
Contact Person			
Number of Claims Billed Annually			
Approximate Dollar Amount of Billed Claims Annually			
Medicare will be billed in the following manner		Electronic	Paper

QUALIFICATION QUESTIONNAIRE

Number of years in business _____

Number of employees on staff _____

Number of employees to be assigned to this account _____

Provide at least two (2) financial references:

Name	
Address	
Contact Person	
Phone Number	

Name	
Address	
Contact Person	
Phone Number	

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, consent of surety in substantially the following form:

To _____
Owner

Re _____
Contractor

Project Description

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Contractor

Signature of Authorized Agent of Surety Company

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.
A POWER OF ATTORNEY MUST ACCOMPANY CONSENT SURETY.**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

Company _____

Signature → _____

Print Name _____

Title _____

Date _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the 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 Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company _____
Signature **➔** _____
Print Name _____
Title _____
Date _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- 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 own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

REQUEST FOR PREVAILING WAGE DETERMINATION

If the contract is one for public work pursuant to N.J.S.A. 34:11-56. 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took effect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

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 _____

(name of contracting unit)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

FORMS TO BE PROVIDED BY ELEC

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CERTIFICATION RE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION OF BIDDER:

Name of Bidder _____

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If a person or entity is found to be in violation of the law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Please check the appropriate box:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliated is listed on the NJ Department of 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.**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliated is listed on the NJ Department of Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Please provide thorough answers to each question. If you need to make additional entries, please copy this page and attach to this document. Each page will be made a part of this document and will be included as part of your certification.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Township of

Egg Harbor 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 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 Township and that at the Township's option it may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ **Signature** → _____
Title _____ **Date** _____

CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES & NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, must complete a certification by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then it may be determined in accordance with applicable law and rules, that it is in the best interest to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If contractors are found to be in violation of the principles which are the subject of this law, such action may be taken 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 certify, pursuant to NJSA 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in NJSA 52:18A-89.8 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature _____
Print Name _____
Title _____
Firm Name _____
Date _____

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

GOODS, PROFESSIONAL SERVICE 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, 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

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

CONSTRUCTION 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in

each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and

women.

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

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (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. 5121 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.

BID DOCUMENT CHECKLIST

- This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
✓	Stockholder Disclosure Certification	
✓	Non-Collusion Affidavit	
✓	Bid Proposal Form	
✓	Bid Guarantee	
✓	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
✓	Mandatory Affirmative Action Language	
✓	Americans with Disabilities Act of 1990 Language	
✓	Proof of Business Registration	
✓	Acknowledgment of Receipt of Addenda	
✓	Certification re disclosure of investment activities in Iran	
✓	Certification in compliance with MacBride Principles & Northern Ireland Act of 1989	

Egg Harbor Township

Ordinance No. 13

2016

AN ORDINANCE TO AMEND CHAPTER 6 OF THE TOWNSHIP CODE ENTITLED "ADMINISTRATION AND GOVERNMENT"

SECTION 1: Chapter 6 of the Code of the Township of Egg Harbor is hereby amended by deleting and replacing section §6-18A as follows:

- A. The charges for rendering ambulance services to an individual or parties shall be:

Service	Fee
Basic life support, emergency	
Resident Non-Resident	\$650
Resident	\$700
Basic life support, nonemergency	
Resident	\$425
Non-Resident	\$525
Basic life support, mileage (per mile)	\$15
Oxygen administration	\$55
Miscellaneous disposable cervical collar	\$25
Nonemergency transport from a licensed medical, residential treatment or long-term care facility on a scheduled basis when requested and directly paid by the facility	\$450
Nonemergency transport mileage for above transport (per mile)	\$15
Transport refusal	\$75
Narcan Administration	\$100
EPI Pen Administration	\$150

SECTION 3: All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4: Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5: This Ordinance shall take effect on July 1, 2016.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF APRIL 20, 2016 AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON MAY 25, 2016 AT 5:30 P.M.

Dated: April 20, 2016

Eileen M. Tedesco, RMC Township Clerk