**TOWNSHIP OF UPPER FREEHOLD**

**MONMOUTH COUNTY**

**NEW JERSEY**

**REQUEST FOR PROPOSALS**

**FOR THE PROVISION OF DAILY 24-HOUR**

**BASIC LIFE SUPPORT EMERGENCY MEDICAL RESPONSE AND TRANSPORTATION SERVICES**

**RESPONDENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUMMARY OF CONTENTS**

**INTRODUCTION**

Notice to Respondents

Introduction & General Information

Scope of Service

**EXHIBIT A**

ENGAGEMENT SPECIFICATIONS AND FEE PROPOSAL:

A-1 Period of Contract

A-2 Scope of Work

A-3 Insurance

A-4 Disclosure Requirements (P.L. 2005, c. 271, s. 3)

A-5 Fee Proposal

**EXHIBIT B**

DOCUMENTS THAT MUST BE PROVIDED BY RESPONDENT:

B-1 Executive Summary

B-2 Staffing Plan

B-3 Experience

B-4 Locations and Contact Information

B-5 References

B-6 Identify Conflicts of Interest

B-7 Minimum Qualifications Documentation

B-8 Business Registration Certificate

**EXHIBIT C**

RESPONDENT MUST COMPLETE THE FOLLOWING DOCUMENTS:

C-1 Non-Collusion Affidavit

C-2 Disclosure of Ownership

C-3 Affirmative Action Certification

C-4 Americans with Disability Act

C-5 Disclosure of Investment Activities in Iran

C-6 Experience Sheet

**PUBLIC NOTICE**

**TOWNSHIP OF UPPER FREEHOLD**

**SOLICITATION OF RESPONSES TO REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the Township of Upper Freehold (hereinafter, the “Municipality”) are jointly soliciting responses to a **Request for Proposals for the Provision of Daily 12-Hour Basic Life Support Emergency Medical Response and Transportation Services**.

Sealed proposals will be received by the Municipality on January 6, 2020at 10:00 a.m. prevailing time at the Upper Freehold Township Municipal Building, 314 Route 539, Cream Ridge, New jersey , New Jersey 08514, at which time and place, the responses to the Municipality’ Request for Proposals for the Provision of Daily 24-Hour Basic Life Support Emergency Medical Response and Transportation Services will be opened and read in public.

Information may be obtained at the Upper Freehold Township Municipal Building during business hours (8:30 a.m. to 3:30 p.m.) Monday through Friday, or by calling (609) 758-7738 Ext. 210. Information may also be obtained from Upper Freehold Township’s website at https://uftnj.com.

Responses are being solicited in accordance with the fair and open process in accordance with N.J.S.A. 19:44A-20.4, *et seq*. An overview of the Pay-to-Play Law may be obtained on http://www.nj.gov/dca/lgs/p2p.

Dana Tyler, RMC

Upper Freehold Township Clerk

**Publication Date: December 11, 2019**

**INTRODUCTION AND GENERAL INFORMATION**

**Introduction and Purpose.**

The Municipality is soliciting Proposals from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through the Request for Proposal process described herein, persons and/or firms interested in providing Basic Life Support Emergency Medical Response and Transportation Services to the Municipality must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The Municipality will review Proposals only from those persons and/or firms that submit a Proposal which includes all the information required to be included as described herein (in the sole judgment of the Municipality). The Municipality intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the Municipality to provide the greatest benefit to the taxpayers of the Municipality.

**Procurement Process and Schedule.**

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. The Municipality have structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria described in Exhibit B of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the Municipality’ respective governing bodies. The Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Municipality will (in their sole judgment) determine which Respondents are qualified (professionally, administratively and financially). Each Respondent that meets the requirements of the RFP (in the sole judgment of the Municipality) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Municipality. The Municipality’s process may result in the selection of one or more firms to perform the services described herein.

**All communications concerning this RFP or the RFP process shall be directed to the Municipality’ Designated Contact Person, in writing.**

**Designated Contact Person:**

Dana Tyler, RMC

Upper Freehold Township

314 Route 539

Cream Ridge, New Jersey 08514

(609) 758- 7738 Ext. 210

dtyler@uftnj.com

**Proposals must be submitted to, and be received by, the Municipality, via mail or hand delivery, by 10:00 a.m. prevailing time on January 6, 2020. Proposals will not be accepted by facsimile transmission or e-mail.**

Subsequent to issuance of this RFP, the Municipality (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Municipality.

**Conditions Applicable to RFP.**

Upon submission of a Proposal, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

• All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

• The Municipality reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.

• The Municipality reserves the right (in its sole judgment) to reject any Respondent that submits incomplete or conditional responses to this RFP, or a Proposal that is not responsive or contains errors.

• The Municipality reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

• All Proposals shall become the property of the Municipality and will not be returned.

• All Proposals will be made available to the public at the appropriate time, as determined by the Municipality (in the exercise of their sole discretion) in accordance with law.

• The Municipality may request Respondents to send representatives for interviews.

• The Municipality may waive any technical non-conformance with the terms of this RFP.

• The Municipality shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

• Neither the Municipality, Respondents, nor their respective staffs, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

**SCOPE OF SERVICE**

It is the intent of the Municipality to solicit Proposals from Respondents that have expertise in the provision of professional services as set forth in the attached Notice of Solicitation for Responses and the title page of this RFP. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

**EXHIBIT A**

**PROJECT SPECIFICATIONS & FEE PROPOSAL**

# **A-1 PERIOD OF CONTRACT**

Term: The contract to be awarded by the Municipality under this RFP shall be for an initial term of three (3) years, unless terminated sooner as further described hereinbelow.

Renewal: The term of the contract to be awarded by the Municipality under this RFP shall automatically renew for consecutive terms of (1) year following the expiration of the initial term, unless either party gives notice to the other in writing of its intention not to renew the contract at least ninety (90) days prior to the end of the then-current term.

Early Termination: The contract to be awarded by the Municipality under this RFP may be terminated by either party upon no less than one-hundred-eighty (180) days’ prior written notice to the other party.

**A-2 SCOPE OF WORK**

Designation: The successful Respondent shall be recognized as the Municipality’s designated contractor for providing Basic Life Support Emergency Medical Response and Transportation Services. Upon contract award, the Municipality will provide with written notice to the appropriate authorities, which notice shall state with specificity when and how emergency medical calls should be directed to the successful Respondent.

Primary Ambulance: The successful Respondent shall maintain one (1) primary ambulance in a ready state to respond to emergency medical service (“EMS”) calls received within the Municipality from 6:00AM to 6:00PM every day of the year.

Hours of Service: The successful Respondent shall respond to any and all requests for EMS within the Municipality between 6:00 a.m. to 6:00 p.m. daily.

Licensure: All ambulances dispatched for service within the Municipality shall meet the requirements of all acceptable Federal, State and local laws, regulations and standards.

Markings: Each ambulance provided by the successful Respondent shall be conspicuously lettered to denote that it is being operated by the successful Respondent.

Maintenance: All ambulances to be used for service to the Municipality shall be maintained in sound mechanical condition and shall be cleaned and properly stocked with the usual, necessary and appropriate supplies as to their purpose and need.

Equipment: The successful Respondent agrees to provide all equipment and supplies necessary to perform the services sought under this RFP. Equipment and supplies shall include, but not be limited to, stretchers, backboards, splints, oxygen tanks, bandages, gauze pads, dressings, saline solutions, and all other equipment and medical supplies as required by the New Jersey Department of Health.

Infectious Control Management: The successful Respondent shall be responsible for complying with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.

Patient Transport Destination: The successful Respondent, while giving due consideration to patient’s preference, shall transport patient(s) to the nearest appropriate health care facility.

Non-Discrimination: The successful Respondent agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, LGBTQIA status, age, financial ability or medical condition, and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.

Reporting Requirements: The successful Respondent shall provide monthly reports to the Municipality detailing statistical information including but not limited to the number of dispatches, response times, number of patient transports, and destination of these patient transports.

Billing and Compensation: The successful Respondent may bill each patient its usual and customary fee for emergency ambulance transportation. All fees shall be charged in accordance with all applicable state and federal laws and regulations. All bills rendered to patients shall be in clear and readable form and shall clearly identify the services provided. The successful Respondent shall be solely responsible for collection of its bills and the Municipality shall have no liability for payment of any of The successful Respondent’s charges without its prior written consent. The successful Respondent’s reasonable collection efforts shall not include legal action against patients.

Dispatch & Radio Equipment: All calls requesting EMS within the Municipality are received by the Monmouth County Communication Center. The successful Respondent shall supply and maintain radio equipment that shall integrate into a seamless system to provide EMS service to the residents of the Municipality. All personnel shall carry compatible radio equipment.

Vehicle Operators: Each ambulance supplied by the successful Respondent to provide EMS to the Municipality shall be staffed by two (2) certified Emergency Medical Technicians (“EMTs”) with the minimum certification of EMT-B who shall be employed by the successful Respondent and who are equipped with and trained in the use of Naloxone (Narcan), Epinephrine, and Continuous Positive Away Pressure (CPAP) oxygen delivery device.

Training and Appearance: All personnel assigned to staff an ambulance that will be servicing the Municipality are required to have a valid current driver’s license and will receive driver training as well as safety training from the successful Respondent. Additionally, all such personnel shall be groomed and neatly dressed in a recognizable uniform with name badge visible and will perform their duties in a professional and caring manner.

Post Location: The Municipality shall supply the successful Respondent with an adequate location within the Municipality for stationing personnel and parking the assigned ambulance(s) during the hours of service. The assigned ambulance(s) shall be based at the designated post location, unless transporting a patient to or from a hospital.

Quality Assurance Program: The successful Respondent agrees to maintain a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which services are provided, if appropriate.

**A-3 INSURANCE**

The successful Respondent shall maintain insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Municipality:

Liability Insurance: The successful Respondent shall maintain General and Professional Liability Insurance with limits of $1,000,000 per individual and $3,000,000 per occurrence, which may be furnished with self-insurance policies. The successful Respondent will add the Municipality as additional insureds and provide the Municipality with a Certificate of Insurance evidencing such coverage upon request.

Automobile Liability Insurance: The successful Respondent shall maintain Automobile Liability Insurance covering owned, hired and non-owned vehicles used to perform the EMS services, with limits of not less than $1,000,000 per individual and $3,000,000 per occurrence for bodily injury and $500,000 per occurrence for property damage.

Workers’ Compensation Insurance: The successful Respondent shall maintain Workers’ Compensation Insurance on all personnel engaged in performance of services, as required by and in amounts specified under New Jersey law.

**A-4 DISCLOSURE REQUIREMENTS**

Respondents are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of $50,000 from public entities in a calendar year.  It is the contractor’s responsibility to determine if filing is necessary.  Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.”

**A-5 FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE**

All Respondents shall provide a fee proposal in response to this RFP, including all fees, charges, and/or expenses of all personnel and equipment expected to perform services under the potential contract with the Municipality, as well as any reimbursements that the Respondents may require in the course of the anticipated work.

**EXHIBIT B**

**RESPONSE SECTION**

In its response, the Respondent must include responses to all of the following:

**Failure to submit the following documents shall be cause for rejection of the response.**

|  |  |
| --- | --- |
| Required Items | INITIAL |
|  |  |
| B-1) An executive summary of not more than two pages identifying and substantiating why the Respondent is best qualified to provide the requested services. |  |
| B-2) A staffing plan listing those persons who will be assigned to the engagement if the Respondent is selected, including the designation of the person who would be the Respondent’s officer responsible for all services required under the engagement. This portion of the response should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person’s relevant professional experience, years and type of experience, and number of years with the Respondent. |  |
| B-3) A description of the Respondent’s experience in performing services of the type described in the scope of work specifications. Specifically, identify client size and specific examples of similarities with the scope of services required under scope of work specifications. |  |
| B-4) The location of the office, if other than the Respondent’s main office, at which the Respondent proposes to perform services required under this RFP. Describe Respondent’s presence in New Jersey. |  |
| B-5) Provide references including names, titles, address and phone numbers. |  |
| B-6) In its response, the Respondent must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Municipality. |  |
| B-7) Documentation that the Respondent meets the minimum qualifications for the position. |  |
| B-8) Business Registration Certificate **(as per N.J.S.A. 40A:11-23.2)** |  |

**EXHIBIT C**

**DOCUMENT SUBMISSION CHECKLIST**

**Failure to submit the following documents shall be cause for rejection of the response.**

**(N.J.S.A. 40A:11-23.1b.)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | Initial  each  item |  |  | | Initial  each  item |  |
| √ | Non-Collusion Affidavit – Exhibit C-1 |  |  | √ | Experience Sheet Exhibit C-6 |  | | |
| √ | Disclosure of Ownership Exhibit C-2 |  |  |  |  |  | | |
| √ | Affirmative Action  Exhibit C-3 |  |  |  |  |  | | |
| √ | American with Disabilities Exhibit C-4 |  |  |  |  |  | | |
| √ | Disclosure of Iran Investment Activities Exhibit C-5 |  |  |  |  |  | | |

The following items, as checked, shall be required after award of the contract:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Certification of Insurance √

Signed Contracts √

**SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Respondent:

Signature:

**EXHIBIT C-1**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF

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

I am

of the firm of

The Respondent submitting the response for the above-referenced RFP, attests that they execute the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the above-referenced RFP; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Upper Freehold will rely upon the truth of the statements contained in said response and in the statements contained in this affidavit in awarding the contract hereunder.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

(N.J.S.A. 52:34-15)

NAME OF COMPANY

Subscribed and sworn to

Before me this day

(Also type or print name of affiant

Of 20 under signature)

NOTARY PUBLIC OF

My Commission Expires

**EXHIBIT C-2**

**DISCLOSURE OF OWNERSHIP**

(If the Respondent is a sole proprietorship, check here [ ] and do not complete this statement.)

The UNDERSIGNED, as a Respondent, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

The Respondent is a Corporation [ ] Partnership [ ] Joint Venture [ ]

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

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the

undersigned.

Full Name of Individual Home Address of Individual

(Stockholder) (Partner) (Stockholder) (Partner)

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

5.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

6.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

7.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

**THIS STATEMENT MUST BE INLCUDED WITH PROPOSAL SUBMISSION**

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

This \_\_\_\_ day of \_\_\_\_\_\_\_\_20

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary Public) Print Name

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Corporate Seal)

**EXHIBIT C-3**

**AFFIRMATIVE ACTION CERTIFICATION**

If awarded a contract, all procurement and service Respondents will be required to comply with the requirements of P.L.1975,C.127,(N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Respondent shall present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Respondent has an existing Federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).

OR

1. A photocopy of their approved Certificate of Employee Information Report.

OR

1. An Affirmative Action Employee Information Report (Form AA302)

OR

1. All successful construction Respondents shall submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES\_\_\_\_\_ NO\_\_\_\_

If yes, please submit a copy of such approval.

1. Do you have a State Certificate of Employee Information Report Approval?

YES\_\_\_\_\_ NO\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned Respondent certifies that he or she is aware of the commitment to comply with the requirements of P.L.1975,c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note: A Respondent’s proposal must be rejected as non-responsive if a Respondent fails to comply with the Requirements of P.L. 1975, c.127, within the time frame.**

**EXHIBIT C-3**

(Continued)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

(Revised 1994)

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**During the performance of this contract, the Respondent agrees as follows:**

The Respondent or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, 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 Respondent 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 Respondent or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent or sub contractor, where applicable, will send to each labor union or workers’ 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 Respondent’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Respondent or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The Respondent or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Respondent or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Respondent or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The Respondent or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Respondent and its sub contractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

**EXHIBIT C-4**

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

The Respondent and the Borough of Allentown and Township of Upper Freehold (the “Municipality”) do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Municipality pursuant to this contract, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event that the Respondent, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend the Municipality in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect and save harmless the Municipality, their 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 Respondent 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 Municipality’ grievance procedure, the Respondent agrees to a proposal by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or if the Municipality incur any expense to cure a violation of the ADA which has been brought pursuant to their grievance procedure, the Respondent shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Respondent along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of their agents, servants, and employees, the Municipality shall expeditiously forward or have forwarded to the Respondent every demand, complaint, notice, summons, pleading or other process received by the Municipality or their representatives.

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

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

**EXHIBIT C-5**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE CHECK THE APPROPRIATE BOX:**

**PART 1: CERTIFICATION**

**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 the certification below to attest, 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 NJ Division of Purchase and Property website at [http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf) Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive**. If the Municipality find a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party in default and seeking debarment or suspension of the party.

**□ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

**□ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’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.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Activities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Attach Additional Sheet if Necessary)**

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; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C-6**

**EXPERIENCE SHEET**

NOTE: The Respondent is required to submit below detailed evidence that he/she is a competent organization which has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the work in a satisfactory manner. Specifically identify client size and specific examples of similarities with the scope of services required under the technical specification. (Respondent may attach supplementary materials).

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| --- | --- | --- | --- |
| Year | Type of Work | Contract  Amount | Name & Address  of Municipality (or other organization) |
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RESPONDENT

BY

TITLE