

**PROVIDING A BASIC LIFE SUPPORT EMERGENCY
MEDICAL SERVICE (EMS) RESPONSE AND
TRANSPORTATION SYSTEM FOR THE BOROUGH OF
SOUTH RIVER**

October 20, 2021 at 11:00 a.m.

**BOROUGH OF SOUTH RIVER
NOTICE OF RFP**

Sealed bids will be received by the Municipal Clerk of the Borough of South River, New Jersey, County of Middlesex, 48 Washington Street, South River, NJ 08882 for: **PROVIDING A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE (“EMS”) RESPONSE AND TRANSPORTATION SYSTEM FOR THE BOROUGH OF SOUTH RIVER (HEREIN REFERRED TO AS “THE BOROUGH”)**

BID OPENING DATE: October 20, 2021 @ 11:00 A.M.

Specifications are on file in the Borough Administrator’s Office, and may be obtained by prospective bidders during the hours of 8:00 a.m. to 4:30 p.m. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq (Prevailing Wages) N.J.S.A. 52:32-44, et seq (NJ Business Registration).

A corporation submitting a proposal, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Borough reserves the right to reject any or all proposals as in its judgment may be deemed to be in the best interest of the Borough of South River. The Borough also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the Borough of South River shall have the authority to award the contract to the bidder selected by the Borough of South River in its sole discretion.

BY ORDER of the Borough Council of the Borough of South River.
SUSAN MINOCK
Municipal Clerk

BOROUGH OF SOUTH RIVER
INSTRUCTIONS TO BIDDERS

Sealed proposals will be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

PROPOSALS FORWARDED THROUGH MAIL

The Borough will not assume responsibility for proposals forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Borough at the time and at the place designated.

Proposals may be hand delivered or mailed. However, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, name and address of bidder and title of proposal must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

Proposal FORM

Each Proposal is to be submitted on the Proposal form attached. The bid form shall be submitted, in a sealed envelope: (1) addressed to the Borough of South River, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Proposal" with the contract title being bid. Proposals on forms other than herewith provided will not be accepted.

All prices and amounts must be written in ink or preferably typewritten. Proposals 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 Borough. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid

INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.

- B. Bidders are expected to examine the specifications and related 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. In the event the bidder fails to be notified the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Borough's interpretations or corrections thereof shall be final.

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 Borough of the extended totals shall govern.

FAILURE TO SIGN CONTRACT

The failure of the successful Bidder to sign the Contract within fourteen (14) days of the award of the Contract to the successful Bidder, shall be sufficient cause to rescind the award. The Borough may then, at its option accept the bid of the next lowest responsible bidder. It is understood by the Bidder that the certified check, cashiers check or bid bond shall be forfeited to the Borough in the event of the Bidder's failure to comply with the foregoing. It is further understood by the Bidder that such forfeiture shall be considered as liquidated damages for the delay and additional expense incurred by the Borough due to the Bidder's failure to comply with these requirements and shall not be considered a penalty.

AWARD OF CONTRACT

The Borough reserves the right to award the Contract based upon the base proposal alone and upon the combination of the base proposal and any alternate(s). The bid specifications may also contain option bids. The Borough may, in its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder.

WITHDRAWAL OF BIDS

Proposals may not be withdrawn after the opening of proposals. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to the bid proposal will cause the bid to be classified as irregular and will render the bid subject to rejection.

Sealed bids forwarded to the Borough 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 principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

WORKER'S WAGES

The contractor shall at all times during the performance of the contract comply with the Prevailing Wage Act (P.L. 1963), C. 150, N.J.S.A. 34:11-56.25 et. seq.). All workers employed in the performance of the contract shall be paid not less than the prevailing rate in this area for each type of work.

RIGHT TO KNOW ACT

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, each bidder must furnish the Borough of South River a "Material Safety Data Sheet" for each product they supply the Borough which contains a substance listed on the Hazardous Substance List. Furthermore, in compliance with the Uniform Labeling requirement, a label shall be affixed or stenciled on any product that contains such substances before delivery to the Borough.

CONDITIONS

N.J.S.40A:11 *et seq.* (Local Public Contracts Law), in its entirety by reference, applies to all specifications drawn by the Borough of South River. This includes but is not limited to N.J.A.40A:11-18 which requires that only manufactured and farm products of the United States, wherever available, shall be used.

Unless otherwise specified, materials and equipment purchased will be inspected by the contracting agent as to meeting the quality and quantity requirements of the call for bids. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory. If the reports indicate that the materials do not meet the specifications, the expense of analysis shall be borne by the bidder holding the contract.

The bidder shall warrant all materials and services supplied under these specifications. The warranty shall include warranty of title, merchantability, fitness for a particular purpose and such other warranties that arise from the course of dealing or usage of trade. Defective or inferior items

shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

TERMINATION OF CONTRACT

- A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Borough 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 Borough under this provision.
- D. In case of default by the successful bidder, the Borough may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without written consent of the Borough of South River.

AWARD OF CONTRACT – PRICES FIRM

The contract shall be awarded within sixty (60) days unless concerned parties agree to an extension. The contract shall be awarded for a period of one (1) year with the option of one (1) additional year extension.

In accordance with 40A:11-15, any price increase shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

The contract is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

RESERVATIONS

The Borough reserves the right to accept or reject any or all bids, to waive minor irregularities and technicalities, to request rebids on the items and award bids in part or whole as the Borough deems it will best serve its interests.

The Borough reserves the right, where applicable, pursuant to N.J.S.A. 40A:11-13 (b), to award the bid based on the physical proximity of the bidder which is requisite to the efficient and economical purchase of the material or services.

EXCEPTIONS TO SPECIFICATIONS

For purpose of evaluation where an equivalent product is being furnished in place of one requested, bidder must indicate any variation to our specifications. If no variations are indicated, it will be construed that the bid fully complies with the specifications.

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equivalency with the item specified. The burden of proof shall be on the vendor. The Borough shall be the sole judge as to the equivalency of items bid to the specifications.

INSURANCE

The successful bidder shall certify or cause to be certified to Borough of South River and, upon request, Certificates of Insurance for the following:

- (1) Workers Compensation as required by State of New Jersey applicable to the work to be performed;
- (2) Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures if applicable, at a limit of not less than \$3,000,000 combined single limit for damages arising out of injury to or destruction of property;
- (3) Contractual liability insurance indemnifying and holding the Borough harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control;
- (4) Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$3,000,000 combined single limit for bodily injury and property damage for incident;

(5) Professional Liability/Malpractice Insurance. Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains in full and in effect while providing services for the Borough.

(5) With the exception of Workers Compensation, each Certificate shall name the Borough of South River as an additional insured. A copy of the additional insured endorsement for each insurance policy shall be provided to the Municipal Clerk for the Borough of South River within thirty (30) days of the award of the contract.

(6) The Certificate should include a thirty (30) day notice of cancellation provision.

NOTICE TO POTENTIAL BIDDERS

THE SPECIFICATIONS HEREIN PROVIDED ARE ILLUSTRATIVE IN REGARD TO THE MATERIALS DESIRED. IT IS NOT THE INTENTION OF THE BOROUGH OF SOUTH RIVER TO PRECLUDE ANY QUALIFIED VENDOR FROM SUBMITTING A BID. THE BOROUGH WELCOMES BIDS WHICH SUBSTANTIALLY MEET AND ARE COMPARABLE TO THE CRITERIA DESCRIBED BY THE SPECIFICATIONS.

SPECIFICATIONS

1. The Borough of South River is requesting proposals for the provisions of a basic life support (BLS) emergency medical service (EMS) response and transportation system for the Borough of South River. One BLS ambulance would cover Borough of South River twenty-four hours a day, seven days a week.
2. Proposals must be received at the office of the Borough Administrator of the Borough of South River located at Borough Municipal Building, 48 Washington Street, South River, in the County of Middlesex, State of New Jersey, no later than October 20, 2021 at 11:00 a.m.
3. Vendors are cautioned to read these specifications carefully and to execute all required documents, sign their proposals and comply with all requirements. All prices must be written in ink or typewritten and signatures must be in ink.
4. Proposals shall be enclosed in a sealed envelope addressed to the Borough of South River with the front of the envelope plainly marked with the name and address of the vendor and name of item being bid on. One (1) original and six (6) copies of the proposal must be submitted. Official proposal forms are enclosed for your convenience and **MUST BE USED** when submitting proposal.
5. No proposal shall be accepted after the hour specified. Additional proposal forms and instructions may be procured from the Borough Administrator of the Borough of South River.
6. It is to be understood by the vendor that this proposal is submitted on the basis of specifications prepared by the Borough of South River and the fact that any vendor is not familiar with these specifications or conditions will not be accepted as an excuse.
7. The Borough of South River reserves the right to accept or reject any or all proposals, or to waive any informalities in the proposal, and unless otherwise specified by the vendor, to accept any item in the bid, should it be deemed to be in the best interest of the Borough of South River to do so.
8. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the decision of the Mayor and Borough Council of the Borough of South River shall be final and conclusive.
9. Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the Borough to determine the lowest bid that will most economically fulfill the intentions of this contract.

10. The Borough of South River reserves the right to accept or reject any or all bids as permitted by law and to waive any immaterial defect or informality in any bid should it be in the interest of the Borough to do so.

11. The Borough reserves the right to award this contract not necessarily to the firm with the lowest proposed price. The successful proposal will be determined by the Borough Council to be the most advantageous to the Borough.

12. The Borough will review all proposals meeting the criteria of this bid. The Borough will award the contract to the bidder that is the most advantageous to the Borough.

13. The successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Borough of South River.

14. The required agreement will be prepared by the Borough attorney, a copy of which will be kept on file with the Borough Clerk. The contents of the proposal and any clarifications thereto submitted by the successful bidder shall become part of the contractual obligation and Incorporated by reference into the ensuing contracts.

15. All vendors shall complete and sign the “Disclosure of Ownership” and the “Non-Collusion Certification” as provided with the instructions and specifications of this bid proposal, and also submit a copy of its “Business Registration Certificate.”

16. All vendors are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.*, and N.J.A.C. 17:27. Vendors are also required to comply with the requirements of P.L. 1971, c. 198, and P.L. 1977, c. 33, as amended.

17. Any further information desired regarding furnishing of said proposal item or obtaining delivery information may be procured during regular business hours from Art Londensky, Business Administrator at Borough Municipal Building, 48 Washington Street, South river NJ, Telephone 732-257-1999 x 519.

REQUIREMENTS

1. The Borough of South River is requesting proposals from individuals and/or firms for the following services, basic life support (BLS) emergency medical service (EMS) response and transportation system for the Borough of South River. ONE (1) BLS ambulances would cover the Borough of South River twenty-four hours a day, seven days a week.
2. All pages to this packet, including the necessary forms to be signed, must be returned with the proposal. Failure to return all pages may be cause for rejection of your proposal.
3. All bidders must submit a Certified Financial Statement and Certification of Equipment.
4. The Contract term shall be (2) two years with an option to extend the contract for (3) three additional (1) one year terms in the Borough's sole discretion.
5. The Borough Administrator will represent the Borough with regards to this Contract.
6. Insurance: The bidder shall maintain insurance as required by law. The Borough shall be included as an additional named insured on all insurance policies. Additionally, the successful vendor shall provide the Borough with a Certificate of Insurance, evidencing insurance and provide the Borough with thirty (30) days prior written notice of cancellation or amendment of said policy.
7. Indemnity: Each successful bidder, to the fullest extent permitted by law, 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.
8. In the event the vendor is a corporation or partnership, it shall submit to the governing body, prior to the time of the receipt of the bids or accompanying the bid, a statement setting forth the names and addresses of all stockholder, in the corporation or partnership who own ten percent (10%) or more of its stock or an interest equivalent for the same in accordance with P.L. 1977, c.33 as amended.

9. If awarded a contract, the successful vendor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

10. Termination: The Borough may terminate the contract resulting from this request at any time should the Contractor fail to carry out its provisions. The Borough shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (10) days, the Borough shall issue the Contractor an order to stop work immediately and to vacate any Borough owned premises and return any Borough owned property.

Either party may terminate this contract without cause upon giving 30 days written notice. However, if the Contractor terminates the contract pursuant to this provision the Contractor agrees to grant the Borough an additional 60 day extension, (for a total of 90 days), of the contract in order to find a suitable replacement for Contractor.

11. Patient Medical Records: Medical records are of a confidential nature. The Contractor will agree to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law.

12. Contractor Personnel: The Borough may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

13. Public Information: The Contractor shall not publish any findings based on data obtained from operations pursuant to the contract without the prior consent of the Borough, whose written consent shall not be unreasonably withheld.

14. Contractor will provide services that comply with all federal and state standards and regulations.

15. Access to Information: The Borough shall have the right to access information necessary for review of the contract terms and conditions.

16. Sole Property of the Borough: All reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be shared by the Borough and Contractor. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than the Borough or the Contractor.

17. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

For additional information, contact the Borough Administrator, Art Londensky,
732-257-1999 x519.

TECHNICAL SPECIFICATIONS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE (“EMS”) RESPONSE AND TRANSPORTATION SYSTEM

1. The Borough of South River is requesting proposals for the provisions of a basic life support (BLS) emergency medical service (EMS) response and transportation system for the Borough of South River. One BLS ambulance would cover the Borough of South River twenty-four hours a day, seven days a week.
2. Payment provision: The minimum bid for this contract to be paid by the Contractor to the Borough is \$12,000.00, the fair market value for office space, including internet, electricity, bathrooms and dispatch services, to compensate for administrative costs to the Borough. The amount is to be paid in 12 twelve equal monthly installments on the last day of the month that the contract is in full force. If the Contractor does not require office space and will station its BLS unit within 2 mile radius of the boundaries of the Borough of South River at all times, then the bidder does not have to propose a bid amount. However, the bidder MUST note on the proposal form the proposed permanent location within two miles of the boundary line where the ambulance will be stationed.
3. Make available personnel trained and certified as emergency medical technicians in accordance with the requirements of the State of New Jersey in order to provide basic life support ambulance services for treating and transporting sick or injured persons found within the boundaries of the Borough of South River.

The Contractor shall provide notice to the Borough if any member of their staff has their license revoked.

4. A supervisor may be dispatched within a reasonable amount of time to respond to any scene in the Borough. The supervisor will respond to large scale emergency such as a Mass Casualty Incident (MCI), structure fire with injuries or large scale fire, request for helicopter, or any other large scale emergency or at the request of the Contract Manager or Police Watch Commander.

The highest ranking police officer on duty shall be in charge of any scene where the Contractor provides Emergency Medical Services.

5. If necessary, an office will be provided for the Contractor's Emergency Ambulance Service activities in the Office of Emergency Management. The Contractor shall be permitted to use the office equipment such as computer, telephone and any other office related needs.
6. Contractor may have access to Borough's fuel depot, if part of the financial proposal for the purpose of allowing contractor's ambulances that are assigned to Borough and used in the coverage area to be filled with fuel. The Contractor will be billed road tax-free. However, in the event that the fuel depot is temporarily closed for any reason and access is unavailable to the municipal fleet, access will also be unavailable to the contractor and contractor shall then be required to make its own arrangements for vehicle fuel at contractor's expense. The Borough is not responsible for the quality of the fuel dispensed at the fuel depot and, therefore, if contractor is unsatisfied with the quality of the fuel contractor may, at its sole cost and expense, obtain vehicle fuel from other sources.
7. The one BLS units will be stationed in their respective assignments, and/or within two miles of the border of the Borough of South River at all times. If stationed within 2 miles of the boundary of the Borough of South River, daily notice must be provided to the Borough regarding the location of the unit. The contracted units MAY respond to mutual aid calls outside of their jurisdiction provided they are responding to provide medical care at EMS related calls, not for hospital transports or backfilling of other jurisdictions. The use of the unit on a mutual aid call will not cancel the response time requirement as stated in paragraph #10 (Response Time).
8. All ambulances must meet the requirements of all federal, state and local laws, regulations, licenses and standards.

Each unit must be equipped with two-way radio communications equipment capable of communicating with the Borough of South River Police Department and each person staffed on the ambulance must have a portable hand held radio with the same capabilities.
9. The Borough Police Department shall dispatch the Contractor as deemed necessary and appropriate. The Borough reserves the right to dispatch other Emergency Medical Service vehicles should the Contractor be unable or unwilling to respond to an emergency.
10. Response time: The Borough does not cover a vast geographic terrain. Accordingly, for the purposes of this Agreement, response times for the Borough of South River must be less than eight (8) minutes and fifty-nine

(59) seconds on no less than 90% of the occasions in five (5) consecutive days that the Contractor is on duty.

11. The Borough will require that the successful contractor provide certain reports as described below to the Borough. The contractor shall provide all reports to the Borough Administrator. Said reports will be generated in an electronic form to the Borough; however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.

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

- a. Total number of BLS responses;
- b. The response time to BLS calls, identifying time of dispatch and time of arrival on scene;
- c. The number of response times over 10 (ten) minutes (see also below)
- d. The number of incidents a BLS Unit was not available;
- e. The number of incidents when a mutual aid ambulance was called into Borough;
- f. The total number of calls where the patient was not transported;
- g. The total number of patient emergency transports;

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

- a. The number of BLS calls for the three (3) month period;
- b. Number of calls and associated dollar amounts considered uncollectible (if available to the contractor);
- c. Amount billed and amount received for BLS calls for the three (3) month period, including the payer mix of collections.

12. The contractor shall provide a written report of each complaint of service delivered by the contractor that the contractor receives. Said report shall state name, address, and telephone number of the complaint, nature of complaint, exact status of ambulance and personnel involved on behalf of the contractor. The contractor shall reply to all complaints of service received within one (1) week.
13. The Contractor shall provide up 1 additional unit for standby services (12) twelve times per year at no cost to the Borough under direction or approval of the Business Administrator, and/or assignee, for sporting events, holiday

events or other such events as determined by the Borough. The Borough will request and scheduled the standby service events 3 days in advance so that the Contractor will be adequately prepared for the additional service.

14. Term of contract: The Contract term is two (2) years. The Contract will include a renewal clause to provide for a renewal option on the part of Borough for not more than three additional 1 year terms.
15. The Contractor shall submit written proof of licensure with the State of New Jersey.
16. The Contractor must also handle 3rd party billing for all calls made by them on behalf of the Borough.

The successful Contractor shall provide a toll-free long distance telephone number in order to provide responses to patient's questions regarding services rendered and charges billed.

STATISTICAL INFORMATION

Total Borough of South River calls for the following years (statistics based on police CAD and are approximate):

2018:	1,481
2019:	1,479
2020:	1,551

PROPOSAL

To Borough of South River
48 Washington Street, South River
Middlesex County, New Jersey 08883

PROPOSAL OF: _____

ADDRESS: _____

FOR: PROVIDING A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE (“EMS”) RESPONSE AND TRANSPORTATION SYSTEM

Gentlemen/Ladies:

We hereby certify that we are the only person or persons interested in this bid, that it is made without collusion with any person, firm, or corporation making another bid of the same contract, that the bid is in all respects fair and that no office of Borough or any person in the employ is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits or any portion thereof.

We further declare that we have carefully examined the Instructions to Bidders, Specifications, and Contract Form herein referred to and propose to furnish, deliver and/or install all necessary materials specified and in the manner and time prescribed and understand that the qualities of material as shown herein are approximate only and are subject to increase or decrease and further understand that all quantities of material, whether increased or decreased, are to be furnished at the following unit prices.

TOTAL BID PRICE FOR

\$ _____

Exceptions to Specifications are to be shown:

Bidder to supply at least three (3) references:

Individual Name	Company Name	Telephone Number
-----------------	--------------	------------------

Individual Name	Company Name	Telephone Number
-----------------	--------------	------------------

Individual Name	Company Name	Telephone Number
-----------------	--------------	------------------

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for bids. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within fourteen (14) days.

BIDDER: _____

COMPANY	DATE
_____	_____
AUTHORIZED SIGNATURE	TITLE

PROPOSAL CHECKLIST

(Name of Local Contracting Unit)

(Name of Construction/Public Works Project)

A. Failure to submit the following documents may be cause for the proposal to be rejected.

Required With
Submission of Bid
(Owner's checkmarks)

Initial Each Item
Submitted With
(Bidder's Initials)

X	Statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	If Applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) addenda to an advertisement, specifications or bid document(s)	
X	Disclosure of Investment Activities in Iran	
X	Submission of a Non-Collusion Affidavit (this form must be Notarized) <u>N.J.S.A. 52:34-15</u>	
X	Bidder's Certificate of Business Registration, pursuant to <u>N.J.S.A. 52:32-44</u>	
X	Affirmative Action Exhibit A	
X	Bidder's Affidavit	

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

THIS CHECKLIST MUST BE SUBMITTED WITH BID PROPOSAL

Non-Collusion Affidavit

Upon request, the vendor will be expected to amplify the foregoing statements as necessary to satisfy the Borough concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned vendor submitting this proposal or bid certifies and affirms that such bid is genuine and is not the result of collusion; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, with any vendor or person, to put in a false bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix overhead, profit or cost element of said bid price, or that of any other vendor, or to secure any advantage against the Borough or any person interested in the proposed contract; and further, that such vendor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no Borough official or employee is interested directly or indirectly in the bid or in any portion of the bid, nor in the contract or in any part of the contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 2021.

(Vendor)

By _____
(Signature of Individual, Partner, or Officer Signing the Proposal)

SEAL

(Seal is required if vendor is a corporation)

AFFIRMATIVE ACTION

1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.
2. Vendors shall execute and submit the Affirmative Action Exhibit A which follows on next page.
3. The successful vendor shall submit Affirmative Action evidence after notification of award, but prior to execution of the contract with the Borough. Affirmative Action evidence shall be either a copy of letter of Federal approval, or Certificate of Employee Report, or complete Form AA-302 (Employee Information Report).

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

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

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

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

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

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

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with ten percent (10%) or greater interest therein, as the case may be. (IF NONE, WRITE NONE.)

Proposal Item: _____

Name of Corporation or Partnership: _____

Date _____ of _____ Proposal:

Percentage of Interest in Corporation or Partnership:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Signature of Affiant)

Subscribed and sworn to before me this _____
day of _____, 2021.

(Notary Public)

BOROUGH OF SOUTH RIVER

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR/VENDOR

PART 1:

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above for which I am authorized to submit a proposal

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Borough of South River under penalty of perjury. 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 proposer/vendor, 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 Proposer/Vendor _____

Description of Activities

Duration of Engagement _____

Anticipated Cessation Date _____

Proposer/Vendor 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 Borough of South River is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of South River and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____

SIGNATURE _____

TITLE: _____

DATE _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO BID DOCUMENTS

BOROUGH OF SOUTH RIVER

As required by N.J.S.A. 40A:11-23.la., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Number of Addendum/Revision	Received (mail, fax, pick-up, etc.)	Received

Acknowledgment by bidder:

Name of Bidder: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

THIS FORM MUST BE RETURNED EVEN IF NO ADDENDA IS PROVIDED

STOCKHOLDER DISCLOSURE STATEMENT
in compliance with N.J.S.A. 40A:11-23.2

Name of Business:

Principal Place of Business:

PARTNERSHIP **CORPORATION** **SOLE PROPRIETORSHIP**

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. If one or more of the below is itself a corporation or partnership, I have annexed the names and addresses of anyone owning a 10% or greater interest therein.

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

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.

STOCKHOLDERS: _____ %
OF _____

NAME	STREET ADDRESS	CITY AND STATE	PARTNERSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I further certify that no officer or employee of the Borough of South River has any interest, direct or indirect, in this corporation or partnership or in this contract.

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.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____, 20____

Signature of Notary Public

SIGNATURE

