



CITY OF EAST ORANGE
COMPETITIVE CONTRACTING
Request for Proposal

**BASIC LIFE SUPPORT (BLS) EMERGENCY
AMBULANCE SERVICES**

Release of RFP	Friday, June 20, 2025
Non-Mandatory Pre-Proposal Meeting	Tuesday, July 8, 2025, 11:00 am
Question Submission Deadline	Thursday July 10, 2025, 11:00 am
Question Response Deadline	Monday, July 14, 2025, 11:00 am
Submission Due Date	Tuesday, July 22, 2025, 11:00 am

RACQUEL C. FERGUSON, QPA
(973)266-5162

REQUEST FOR PROPOSAL

BASIC LIFE SUPPORT (BLS) EMERGENCY AMBULANCE SERVICES

The City of East Orange is soliciting Request for Proposal to provide EMS/ BLS/Medical transport services on a twenty-four (24) hour, seven days a week schedule, for East Orange residents to the nearest appropriate Emergency Department/Hospital Facility; within a four (4) mile radius (The point of origin shall be City Hall Plaza, City of East Orange), or any temporary or emergency hospital facility designated by the Health Officer or the Director of the O.E.M. for The City of East Orange, New Jersey. The duration of this contract will not exceed five (5) years.

NOTICE: is hereby given that RFP shall be received electronically no later than **Tuesday, July 22, 2025 at 11:00 a.m.** prevailing local time for the **BASIC LIFE SUPPORT (BLS) EMERGENCY AMBULANCE SERVICES AS REQUIRED BY THE CITY OF EAST ORANGE.**

RFP shall be submitted electronically via Procurement Portal

<https://procurement.opengov.com/governments/10682973/projects/148102>

The RFP result can be view from

<https://procurement.opengov.com/governments/10682973/projects/148102>

ONLY ELECTRONIC PROPOSALS SHALL BE ACCEPTED.

Bidder are required to comply with the following requirements:

The Proposal Form shall be accompanied by a Proposal Guarantee in the form of Certified Check, Cashier's Check, or Satisfactory Bid Bond in the amount of 10% (ten percent) of the bid for one year, but not more than \$20,000.00. Check or Surety Company Bid Bond shall be made payable to the City of East Orange, NJ. The successful bidder will be required to furnish and purchase order. The Proposal Form shall also be accompanied by the following properly executed: Non-Collusion Affidavit; Affirmative Action Affidavit; Statement of Ownership; Bid Proposal Sheet; Business Registration Certificate; Prohibited Russia-Belarus Activities & Iran Investment Activity; Acknowledgement of Receipt of Change to Bidder Document; Public Works Contractor Registration Certificate; Statement of Bidders Qualifications; Qualification Affidavit; Acknowledgement and Statement of Organization; Certification of Bidder's Status...Debarred Contractors; Insurance Requirements; Construction Experience Record; Subcontractor Utilization Certification & Bid Document Submission Checklist.

Bidders are required to comply with N.J.S.A. 34-11 – 56.25 regulating Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

The City Council reserves the right to reject any or all bids due to any defects or for not adhering to the Specifications or for any reason or to waive informalities and accept any bid that in its judgment will be in the best interest of the City of East Orange. The City Council reserves the right to sever and make awards of all or parts of any bids to one or more bidders.

Timeline:

Release Project Date:	Friday, June 20, 2025
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Racquel Ferguson, Q.P.A.
Purchasing Agent
City of East Orange

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Contact Person

Racquel Ferguson, QPA, Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, New Jersey 07019
(973) 266-5162

1.2 Procurement Process

This contract will be awarded as via the competitive contracting process pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

1.3 Contract Form

If selected to provide services, it is agreed and understood that the successful Vendor shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

1.4 Informational Meeting

A non-mandatory pre-proposal meeting is scheduled for 11:00 a.m., Tuesday, July 8, 2025, at City Hall, 44 City Hall Plaza in the Council Chambers, East Orange, NJ. Attendance is not mandatory but is strongly recommended.

1.5 Submission Deadline

1.6 Definitions

The following definitions shall apply to and are used in this Request for Proposals (RFP):

"24/7/365" - means a continuous operating schedule and/or coverage period of 24 hours/day, 7 days/week, 365 days/year (366/year during a leap year).

"Advanced life support (ALS)" - means an advanced level of pre-hospital, inter-facility or emergency medical care that includes basic life support functions, cardiac monitoring, cardiac defibrillation, telemetered electrocardiography, administration of anti-arrhythmic agents, intravenous (IV) therapy, administration of specific medications, drugs and solutions, utilization of adjunctive ventilation devices, trauma care and other techniques and procedures authorized in writing by the Commission of the New Jersey Department of Health. The vendor shall arrange for ALS services in accordance with established medical protocols.

"APCO" - means the Association of Public-Safety Communications Officials, which is an organization of public safety communication professionals providing expertise, professional development, technical assistance, advocacy, and outreach, including but not limited to training and certification of public safety tele-communicators.

"Basic Life Support Emergency Ambulance Services (BLS)" - means a basic level of pre-hospital care, which includes patient stabilization, airway clearance, cardiopulmonary resuscitation, hemorrhage control, initial wound care, and fracture stabilization and other techniques as approved by the New Jersey Department of Health, Division of Emergency Medical Services.

"Certified" or "Certification" - means official documentation that a person or agency has completed all the requirements of an approved training program and has demonstrated competence in the subject matter to the satisfaction of the certifying agency.

"City" - means the City of East Orange, NJ.

"Emergency Medical Technician (EMT)" - means a person trained in basic life support care and validly certified or recognized by the Commission of the New Jersey Department of Health in accordance with the standards for Emergency Medical Technician-Basic certification as set forth in New Jersey Administrative Code Title 8 - Department of Health and Senior Services, Chapter 40A - Emergency Medical Technicians-Basics: Training and Certification.

"First Responder" - means those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in Section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations. (Source: NJ National Incident Management System). The City of East Orange will continue to provide First Responder Services during the term of the contract.

"Mobile Intensive Care Unit (MICU)" - means a specialized emergency medical services vehicle that is validly licensed by the New Jersey Department of Health, Division of Emergency Medical Services. MICU services and other non-emergency ambulance services are not included within the scope of this RFP.

"Patient" - means any person injured in an accident or who becomes ill within the corporate limits of the City of East Orange and who requires emergency medical treatment or emergency transport to a hospital. This includes, but is not limited to City residents, persons employed within the corporate limits of the City of East Orange, and tourists or other visitors to the City. The Vendor shall provide service without regard to a patient's ability to pay for the services.

"Priority One Calls" - means life threatening emergency requests, which meet the protocols established by the New Jersey State Police Office of Emergency Telecommunications Services (OETS).

"Respondent(s)" - means the interested persons and/or firm(s) that submit a Proposal.

"Response Time" - means the elapsed time from the time a call is received with sufficient information to dispatch an ambulance to the on-scene arrival of the first ambulance to patient location. The City requires the Vendor to provide a response time of eight (8) minutes or less to 90% of Priority One Calls.

"RFP" - means this Request for Proposals, including any amendments thereof or supplements thereto.

"Vendor(s)" - means the interested persons and/or firm(s) that submit a Proposal or are awarded a contract to provide BLS services.

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City of East Orange is seeking proposals from qualified Vendors for Basic Life Support (BLS) Emergency Ambulance Services as described herein.

2.2 Competitive Contracting

This contract will be awarded via the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 *et seq.*

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

2.3 Evaluation Committee

Proposals will be reviewed and evaluated by a committee appointed by the City's Business Administrator and will include representatives from:

- The Office of the City Administrator
- Office of Emergency Management
- The Board of Health
- Purchasing

Proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject area requirements described in this RFP.

2.4 Procurement Schedule

The City intends to award a contract within 60 days of the proposal due date. The City reserves the right to, among other things, amend, modify or alter the procurement process upon notice to all potential Respondents.

2.5 Addenda or amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue an addenda, amendments or answers to written inquiries. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the OpenGov portal at <https://procurement.opengov.com/governments/10682973/projects/148102>.

Telephone calls will not be accepted. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information. It is the prospective Vendor's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (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 City.

2.6 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.7 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.8 Proposal Evaluation

Proposals will be evaluated by a committee appointed by the City's Business Administrator, based on the specific criteria detailed in Section 6.

2.9 Written Proposal

Prospective Vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

2.10 Site Visits

At the City's discretion, selected Respondents' dispatch centers and/or other facilities may be visited by evaluation committee members. Site visits will be scheduled in advance through the Respondents' contact person.

2.11 Additional Requirements

Vendor is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains the required administrative forms, which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.12 Disposition of RFP

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

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

2.13 Open Public Records Act (OPRA) and Proprietary Information

Although item 2.12 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders." Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation.

The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which ... would give an advantage to competitors or bidders." This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.14 Term of Contract

This contract will be awarded via the competitive contracting process pursuant to N.J.S.A. 40A:11-4 *et seq.* for a term of three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years.

SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

Note: All documents are to be uploaded to the procurement portal including Bid Bond & Consent of Surety. Original Bid Bond and Consent of Surety are to be mailed, or hand delivered to the Purchasing Agent by bid due date and time.

3.1 Mandatory Content

Each proposal submitted must contain the 10 sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Business Background

- City of East Orange Responsibilities
- Staffing
- Assumptions
- Cost/Revenue Proposal
- Appendices/Other

The information requested by the sectional format described above is further defined below.

3.1.1 Title Page

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

3.1.2 Table of Contents

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

3.1.3 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the cost and/or revenue proposal(s) contained in the proposal.

3.1.4 Scope

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

3.1.5 Background

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

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's Annual Report including auditor's report including financial statements of owners/principals for the last three (3) years
- c. Organizational chart
- d. Brief biography of those involved in the management of the company.
- e. Evidence of experience, capability, and financial responsibility for providing basic life support emergency ambulance services to large, densely populated urban areas
- f. Copy of licenses issued by the State of NJ Department of Health

3.1.6 City of East Orange Responsibilities

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project, as well as any assumptions being made relating to any part of the proposal or project strategy.

3.1.7 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

3.1.8 Assumptions

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

3.1.9 Cost/Revenue Proposal

The respondents should provide a complete cost proposal for the full term of this contract.

3.1.10 Appendices/Other

This section should include at a minimum: Respondent qualifications, references, licenses, certifications, and resumes. If Respondents feel that other materials are necessary (such as promotional literature, white papers, etc.) they should provide them in a separate document clearly labeled, "Additional Materials" in order to adhere to the 30-page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out of scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

3.2 Required Forms

Section 9 contains forms which are required to be submitted with each proposal. These forms are administrative in nature and for the most part self-explanatory.

Proposals must address all information required in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 4: SCOPE OF SERVICES

The following broadly describe the scope of services to be provided, operational standards required, and performance benchmarks expected. More detailed requirements appear in Section 5: Technical Requirements.

4.1 General

According to the 2020 Census, the City of East Orange has 69,612 residents.

4.2 Services to be Provided

The scope of the contract award shall include:

- a. Complete BLS emergency ambulance - 24/7/365
- b. The City of East Orange Department will provide first responder service.
- c. Participate in Emergency Management - Local Emergency Preparedness Committee (LEPC)
- d. Provide special event coverage

4.3 Cost/Revenue Sharing

The respondents should provide a complete cost proposal for the full term of this contract. The respondent may opt to offer a revenue sharing proposal based on the formula detailed in Section 5.21.

SECTION 5: TECHNICAL REQUIREMENTS

5.1 BLS Emergency Ambulance Services

To provide EMS/ BLS/Medical transport services on a twenty-four (24) hour, seven days a week schedule, for East Orange residents to the nearest appropriate Emergency Department/Hospital Facility; within Essex County, or any temporary or emergency hospital facility designated by the Health Officer or the Director of the O.E.M. for The City of East Orange, New Jersey. The duration of this contract will not exceed five (5) years. The Vendor shall provide such service without regard to a person's ability to pay for the service.

Mobile Intensive Care Unit (MICU) services and other non-emergency ambulance services are not included within the scope of this RFP.

The categories of BLS service shall include but are not limited to the following:

- a. Cardiac Related problems - chest pain, pressure, tightness, discomfort, sweating, fatigue, pallor.
- b. Respiratory Distress - Shortness of breath, shallow or rapid breathing, gasping, labored breathing, turning blue.
- c. Mental Health Crisis
- d. Unconscious Patient
- e. Diabetes
- f. Severe Trauma or Bleeding - Auto accidents, fall injuries, stabbing, gunshot wounds, industrial accidents, etc.
- g. Allergic Reactions
- h. Overdoes
- i. Strokes
- j. Electrocution
- k. Maternity
- l. Severe Burns
- m. Emergency transportation - From a physician's office to hospital or place of treatment or from hospital

5.2 Coverage

The Vendor shall provide BLS emergency transport service on a 24/7/365 basis.

5.3 Response time

The Vendor must provide a minimum of three (3) BLS (Basic Life Support certified) vehicles. Each vehicle shall be manned by not less than two (2) EMTs (certified Emergency Medical Technicians). The three vehicles must be permanently housed within the City of East Orange. Vendors shall provide proof that they have the right to house the required ambulances within the City of East Orange. Acceptable forms of proof shall include, but not be limited to: a lease, deed or license agreement granting the vendor the right to store its ambulances at a location within the City of East Orange.

NOTE: In the event of non-operational equipment, the Contractor will be required to supply comparable back-up equipment within two (2) hours.

5.3 Advanced Life Support

The Vendor shall arrange for ALS services in accordance with established medical protocols. The Vendor shall cooperate with the ALS provider and enter into any necessary agreements with the ALS provider.

5.4 Dispatching Center

The East Orange Fire Department Dispatch shall provide the 911 Public Safety Dispatch call center for Emergency Medical Services (“EMS”) to notify an Ambulance to respond to requests for EMS services in conformity with the State of New Jersey’s Office of Emergency Telecommunications Services (“OETS”) guidelines and/or regulations (“Priority Calls”).

Ambulance and crew radios shall be capable of communicating with East Orange Fire Dispatch on systems/frequencies specified by the City of East Orange Office of Emergency Management and Fire Division.

5.5 Disaster Planning - State of Emergency

The Vendor and the City shall work together in developing procedures for responding to natural disasters and other states of emergency within the City.

The City may declare a state of emergency in certain situations and, in that event, may call into service any other available ambulances or equipment not owned or operated by the Vendor. Such action by the City shall not constitute a breach of this Agreement nor shall it absolve the Vendor from its rights and obligations under this Agreement.

During a declared State of Emergency, the Vendor will be required to assign appropriate staff member(s) to the City of East Orange Office of Emergency Management (OEM) Command Center (EOC). The Vendor must also be prepared to pre-stage assets within the City of East Orange at the direction of the Director of the City of East Orange OEM and/or the Health Officer.

5.6 Special Events

The Vendor shall provide one (1) staffed emergency ambulance at up to eight (8) City-sponsored community events, health education projects, or other special events taking place in the City.

5.7 Other Services

The Vendor agrees to provide emergency ambulance service to on duty employees of the City of East Orange at no cost to the City.

Vendor shall respond to any and all calls for emergency assistance forwarded to the Vendor by the City of East Orange.

5.8 Compliance with Applicable Law

The Vendor shall comply with all applicable laws and regulations governing the provision of BLS emergency ambulance services, including but not limited to: all employee licensing, training and education requirements along with ambulance and equipment maintenance and inspection requirements imposed by law. The Vendor also agrees to comply with all state and local traffic laws and ordinances.

5.9 Management and Staffing

Vendor shall comply with the following with respect to staffing:

The Vendor shall affirm that employee screening as part of the employment process includes driving record, criminal background, etc. and vetting through the Centers for Medicare and Medicaid Services, Office of the Inspector General, List of excluded individuals and entities (LEIE).

- Number of full-time staff credentialed as a New Jersey-certified Emergency Medical Technician – Basic (EMT-B)
- Number of part-time staff credentialed as a New Jersey-certified Emergency Medical Technician – Basic (EMT-B).
- Ambulance Staffing - There shall be at least two (2) Emergency Medical Technicians - one (1) of whom may be driver, on each vehicle. Each Emergency Medical Technician shall hold current certifications from the New Jersey Department of Health as Emergency Medical Technician - basic and a current certification in CPR and Defibrillator. Drivers must hold a valid New Jersey driver's license. In addition to New Jersey Certifications, national certification or other states' certifications recognized by the New Jersey Department of Health and Human Services are also acceptable.
- Recruitment - The Vendor shall attempt to recruit qualified personnel who preferably reside within the City; however, the Vendor shall be solely responsible for the hiring and management of employees.
- Qualifications - all ambulance and dispatching staff shall be trained in the use of radio transmitting and receiving. The Vendor shall offer in-service training programs to ambulance and dispatching staff to assist its employees in keeping current their certification and to assure the maintenance of BLs services of high quality.
- Uniforms - All ambulance staff shall be properly uniformed in clean, professional attire and identified as to employer, name and title by a nameplate or emblem attached to uniform and work jacket.

The Vendor shall affirm they are in a drug-free workplace.

The Vendor shall affirm they have an adequate number of emergency medical technicians and paramedics to staff the vehicles identified above to provide the service.

5.10 Vehicles, Other Equipment, and Supplies

The vendor shall comply with the following with respect to vehicles, equipment and supplies:

- The Vendor shall submit a comprehensive inventory of ambulances to include manufacturer; model; year of manufacture; vehicle identification number (VIN); odometer reading;
- Number of types of units (e.g., basic life support, advanced life support, critical care, ventilator-capable, etc.) proposed under the application.
- New Jersey Department of Health permit type (e.g., basic life support, advanced life support, or dual permitted); permit number(s); and a copy of each vehicle registration.
- Ambulances - The Vendor shall provide emergency ambulances necessary for the rendering of the services described herein in compliance with all applicable Federal, State, and Local Laws, ordinances and regulations. The Vendor shall provide documentation of appropriate licensing for its ambulances upon execution of this Agreement.
- Radios and other equipment and supplies - the Vendor shall be equipped with and maintain radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines. The Vendor shall provide all other equipment and supplies necessary for it to render services under this Agreement.
- Maintenance, Replacement, and Storage of Ambulance and other Equipment - The Vendor shall be responsible for the maintenance, replacement and storage of all ambulances and other equipment necessary to perform services under this Agreement.
- The City reserves the right to install Global Positioning System (GPS) equipment in Vendor ambulances. If Vendor ambulances are already GPS equipped, Vendor agrees to share GPS data with the City.

5.11 Operating Expenses

The Vendor shall be responsible for all operating expenses incurred in providing emergency ambulance services pursuant to this Agreement, including but not limited to salaries, fringe benefits, equipment and supplies, insurance, maintenance, and fuel.

5.12 Records and Reports

The Vendor shall provide all reports to the Office of Emergency Management, City of East Orange Department of Health and the City Business Administrator upon request. The City of East Orange Office of Emergency Management shall coordinate all BLS services for City of East Orange with the Vendor.

- Monthly Operating Report – East Orange Fire Department dispatch will provide a monthly report containing:
 1. The number of BLS responses
 2. The average response time to BLS calls
 3. The number of incidents when a mutual aid ambulance was called into the City of East Orange
 4. The number of calls where the patient was not transported
 5. The total number of patient transports
 6. The Vendor shall provide to the City a monthly operating report. The report shall be sent in an electronic format acceptable to the City. The report shall contain the following:
 7. The total number of stand-by assignments, special events or other assistance to the City of East Orange
 8. Monthly vehicle maintenance reports
- Quarterly Financial Report - the Vendor shall provide a quarterly financial report to the City in an electronic format acceptable to the City which shall include:
 1. The number of BLS calls for the three month period
 2. Amount of reimbursement received for these calls.
 3. Number of calls and associated dollar amounts considered uncollectible.
- Monthly Complaint Report - the Vendor shall provide a monthly written report of each complaint of service that the Vendor receives containing:
 1. Name, address, and telephone number of the complainant
 2. Nature of complaint
 3. Exact status of ambulance and personnel involved on behalf of the Vendor.

The Vendor shall reply to all complaints of service received within one (1) week. If the Vendor believes that the complaint is due to the actions of the City or its designee (rather than the Vendor), the Vendor shall refer the complaint to the appropriate person representing the City and supply the City of East Orange Department of Public Safety a copy of initial complaint within one (1) week.

- Monthly Roster Change Report - the Vendor shall provide the City an updated roster with each personnel change in a monthly report.

All records and reports required to be prepared and maintained by the respondent shall be maintained and made available as herein required during the term of the Agreement and for a period of six (6) years following the termination of the Agreement.

5.13 Audits

The City shall have the right to conduct periodic and/or unscheduled program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. The Vendor shall receive a full copy of each report finding. The Vendor agrees to cooperate fully with the City in the monitoring of the Agreement.

5.14 Quality Assurance

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

5.15 Levels of Service

If the Vendor for any reason shall be temporarily unable to provide services set forth herein, the Vendor is hereby obliged forthwith to inform the City of East Orange of that fact by calling the City of East Orange Department of Public Safety or other designee for this purpose.

The City of East Orange reserves the right to request EMS mutual aid and/or declare an emergency and then call into service any other ambulances or equipment as needed, not associated with the Vendor. This action shall not be deemed to be a breach of this Agreement nor shall some absolve the Vendor from performance hereunder or increase or diminish the Vendor's financial entitlement hereunder.

5.16 Cost Proposal

Respondent should provide a complete cost proposal for the full term of this Contract. The respondent's proposal should include a billing schedule.

5.17 Revenue Sharing Proposal

Respondents may opt to propose a revenue sharing program based on the last census. Revenue proposals should be calculated on an annual basis as:

$$\text{\$ Shared Amount per Transport} = \text{\$ Reimbursement per Transport} \times \% \text{ Remitted to City}$$

Should a revenue sharing proposal be implemented, the City will expect payment on a quarterly basis except during the startup period of the first contract year.

SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information and must be in strict conformance with the instructions set forth therein. Proposals and all related information must be acknowledged by the Respondent and RFP shall be submitted electronically via Procurement Portal <https://procurement.opengov.com/governments/10682973/projects/148102>.

Proposals forwarded by hand delivery, facsimile or e-mail will not be accepted.

6.1 Proposal Format

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise, and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

6.2 Proposal Length

The exact presentation and layout format of proposals is up to the discretion of the Vendor.

6.3 Submission Deadline

The proposals must be submitted electronically via Procurement Portal <https://procurement.opengov.com/governments/10682973/projects/148102>, no later than 11:00 a.m. prevailing time on July 31, 2025.

SECTION 7: PROPOSAL EVALUATION

The City's objection in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of East Orange. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

7.1 Evaluation Methodology

Proposals will be evaluated by a committee appointed by the City Administrator. Each evaluator will score the written proposals and rank the Vendors.

7.2 Written Response Evaluation

There will be six broad criteria by which proposals will be evaluated. Each criterion will bear a weight, and the extent to which the criterion is met or exceeded will be determined by the committee. The written response will be worth 100 points as indicated below.

a. Required Format: 5 points

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of Contents, etc.).

b. Technical Requirements: 30 points

The Committee will determine the extent to which Respondent's proposal addresses the technical requirements in Section 5. Respondents should indicate agreement with requirement and/or provide details of their methodology to comply.

- BLS Emergency Ambulance Services
- Coverage
- Response time
- Advanced Life Support
- Vehicle Coverage and Staffing
- Disaster Planning - State of Emergency
- Special events
- Other services
- Compliance with Applicable Law
- Management and Staffing
- Vehicles, Other Equipment, and Supplies
- Operating Expenses
- Records and Reports
- Audits
- Quality Assurance
- Roster
- Levels of Service

c. Prior experience/References: 20 points

Proposals should include lists of all prior/current clients. Documentation of municipalities of similar size and complexity to the City of East Orange will be viewed more favorably. Client references (including contact information) should also be included.

d. Personnel assigned: 15 points

Respondents should provide resumes, licenses, and certifications of management personnel. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

e. Cost Proposal: 25 points

Respondent should provide a complete cost proposal for the full term of this Contract. Proposal should include billing schedule (monthly quarterly, etc.). Respondents may opt to provide a revenue sharing proposal per Section 5.21.

f. Commitment to diversity: 5 points

Employment and recruitment of minority, women, and/or City of East Orange residents consistent with the City's policies, should be described.

7.3 Written Response Evaluation

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. Selected respondents ranked highest by a majority of evaluators may be invited to make an oral presentation.

7.4 Financial Evaluation and Report of Committee

Based on the written response and operational site visits, each evaluator will rank the finalists. The Vendor whose proposal is ranked highest among the greatest number of evaluators will be selected for the project. The Committee will prepare a report¹ listing the names of the Respondents who submitted proposals, summarizing each proposal, ranking Respondents in order of evaluation, and recommending the selection of a Respondent, indicating the reasons why the Respondent was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

7.5 Contract Award

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Respondent within 60 days of the receipt of proposals, except that the proposals of any Respondents who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

SECTION 8: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions, which may or may not be explained elsewhere in this RFP.

8.1 City's Right to Reject

The City reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

8.2 Original/Authorized Signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so.

8.3 Delivery of Proposals

The proposals must be submitted electronically via Procurement Portal

<https://procurement.opengov.com/governments/10682973/projects/148102>, no later than 11:00 a.m. prevailing time on July 31, 2025.

8.4 Affirmative Action Requirements

Vendors are required to comply with the provision of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 *et seq.* No firm may be issued a contract unless it complies with these affirmative action provisions. Goods and Services (including professional services) consultants/contractors 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:

- a. A photo copy 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.

8.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1).

Respondents are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 9.

8.6 Clarification of RFP

Should any difference arise as to the meaning of the intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

8.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties y, or from, any of the acts of the contractor, its servants or agents.

8.8 Insurance Requirements

1. The successful Bidder shall procure, at its own expense, insurance as follows:
 - A. Workers' Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract up to the statutorily maximum amount pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Employer Liability coverage shall also be included with limits of \$1,000,000 Each Occurrence/\$1,000,000 Aggregate.
 - B. General liability insurance shall be provided with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, personal injury, and advertising injury, which shall be maintained in full force during the life of the contract. Products/Completed Operations coverage shall also be included. The general liability policy shall be primary and non-contributory. The City shall be named as Additional insured. Waiver of Subrogation shall be included in favor of the City.
 - C. Automotive liability insurance covering Bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 Combines Single Limit, which shall be maintained in full force during the life of the contract. The City shall be named as Additional Insured. Waiver of Subrogation shall be included in favor of the City.
 - D. Professional Liability insurance shall be provided with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

- E. Excess or umbrella coverage with limits of not less than \$5,000,000.00 per occurrence and aggregate shall be maintained and shall follow the form of the primary General Liability, Automotive Liability, and Employer's Liability insurance coverages.
2. The insurance policies shall be provided by insurance companies authorized to do business in the State of New Jersey and having an A.M. Best Rating of at least "A-, Class VIII." All insurance required herein shall be maintained in full force and effect during the term of the successful Bidder's Agreement with the City and shall constitute primary coverage over any other applicable insurance.
3. The successful Bidder shall furnish a Certificate or Certificates of Insurance in compliance with these requirements and the City may request a certified copy of each policy, including the provisions establishing premiums. All policies shall contain a provision that the policies shall not be changed or cancelled prior to thirty (30) days after written notice has been provided by the insurance carrier directly to the City.
4. During the term of the Agreement with the City, the successful Bidder shall be obligated to renew each and every insurance policy which may expire. In cases where a required insurance policy is cancelled or terminated during its term, the successful Bidder shall immediately procure insurance to replace such policy (or policies) and shall immediately provide all insurance information required by the City as proof that the cancelled or terminated policy has been restored or replaced. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is cancelled, terminated, or modified so that the insurance does not meet the requirements of the successful Bidder's Agreement with the City, such failure shall constitute default of the successful Bidder's Agreement with the City.
5. Insurance coverage having policy limits in the amounts required by the City shall not be construed to relieve the Bidder or its subcontractors from liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the provisions of this Agreement or otherwise in accordance with the applicable law.

8.8 Consent of Surety

All Vendors shall submit with their Proposals a certificate from an approved Surety Company, authorized to do business in the State of New Jersey, stating that it will provide the Vendor with a Performance Bond on such sum as required. The Successful Vendor shall be required to furnish a Surety Company Bond in the amount of the Contract conditioned for the faithful performance thereof.

8.9 Performance Bond

Within ten (10) days of the date of award of the Contract, the Vendor to whom the Contract has been awarded shall furnish and deliver Surety Corporation Bond, conditioned for the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the Vendor for all labor, material, tools and equipment used in or in connection therewith. The Bond shall not be returned or canceled until all liability to any and all persons protected by the conditions

of said Bond shall have been met by the Contractor or person primarily for the payment thereof, or by the Surety on said Bond.

The Bond required for the faithful performance of the Contract shall be in such sum equal to \$250,000, shall be satisfactory to the Corporation Counsel of the City of East Orange shall be executed by a Surety Company licensed to do business in the State of New Jersey, and shall comply with N.J.S.A. 2A:44-143 to 147 and amendments thereof and supplements thereto. In no case shall the contractor begin work prior to approval of said bond by the City.

8.10 Termination

In the event the performance by the Vendor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Vendor, and the Vendor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice being given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Vendor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed with such thirty (30) day period but the Vendor shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Vendor was first notified thereof. The vendor is not entitled to any compensation subsequent to receiving notice of termination from the City.

Vendor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed with such thirty (30) day period but the Vendor shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Vendor was first notified thereof. The vendor is not entitled to any compensation subsequent to receiving notice of termination from the City.

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE
INCLUDED
WITH
PROPOSAL**

CITY OF EAST ORANGE

CHECKLIST

BLS EMERGENCY AMBULANCE SERVICE SUBMISSION DATE: Tuesday, July 22, 2025

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Bid Bond with Consent of Surety	_____x_____
Business Entity Disclosure Certification	_____x_____
Non-Collusion Affidavit	_____x_____
Disclosure of Ownership Form	_____x_____
Insurance Requirement Acknowledgement Form	_____x_____
EEO/Affirmative Action Compliance Notice	_____x_____
Mandatory Equal Employment Opportunity Notice Acknowledgement ...	_____x_____
Americans With Disabilities Act of 1990	_____x_____
Copy of your Certificate of Employee Information Report	_____x_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____x_____
Professional Service Entity Information Form	_____x_____
Qualification Affidavit	_____x_____
Submission Form	_____x_____
Acknowledgement of Corrections, Additions or Deletions Form	_____x_____
Disclosure of Investment Activities in Iran	_____x_____
Disclosure of Non-involvement in Prohibit Activities in Russia or Belarus	_____x_____
Statement of Indebtedness Form	_____x_____
Agreement for Payment of Commodity/Service Form	_____x_____
Letter of Intent	_____x_____
Letter of Qualification	_____x_____

PRINT NAME: _____ SIGNATURE: _____

Basic Life Support (BLS) Emergency Ambulance Services
PROPOSAL COST FORM/SIGNATURE PAGE

**TO THE CITY OF EAST ORANGE
CITY COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

BID PROPOSAL

Proposal for: **Basic Life Support (BLS) Emergency Ambulance Services**

The City Council of the City of East Orange:
(Please type or print all information)

I or We _____

of _____

(Complete address)

(City, State, Zip)

(Phone Number)

(Fax)

hereby agree to provide and perform completely the **Basic Life Support (BLS) Emergency Ambulance Services** in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheet.

NOTE:

BIDDERS ARE REQUIRED TO SIGN BOTH THIS SHEET AND COST PROPOSAL SHEETS

(signature)

Affix seal
if a corporation

(title)

(date)

BID GUARANTEE

Accompanying this proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid bond, or a Certified _____ or Cashier's Check payable to the CITY OF EAST ORANGE In the sum of _____ dollars.

(\$ _____), 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 for a the project or furnish the bonds required within the stipulated time; otherwise, the check will be returned to the Undersigned.

COMPANY _____

SIGNATURE _____

Witness

TITLE _____

(SEAL)

ATTACHED BID BOND

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received. In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 2025.

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

(A Corporate Acknowledgement and Statement of Authority to be here attached by the Surety Company)

Surety Company

Surety
Company
Attorney-in-fact
Attest
(Surety may substitute a similar statement subject to the Owner's approval)

WITNESS TITLE

SURETY SEAL

WITNESS

BID PROPOSAL

City of East Orange Basic Life Support (BLS) Emergency Ambulance Services

(Base Bid - Price in Words)

(Name of Firm or Individual)

(signature) (title) (Date)

NON-COLLUSION AFFIDAVIT
(PRIME BIDDER)

STATE OF NEW JERSEY)

) SS:

COUNTY OF)

I, _____ of the City/Township of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to the law on my oath depose and say that:

I am, _____ (Title)

(a partner, or officer of the firm of, etc.)

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 CITY OF EAST ORANGE, NJ 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

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____

Signature of:

Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Notary Public of: _____

My commission expires: _____

(11/99)

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with BID Submission

Name of Business _____

☐ 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.

OR

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

OR

☐ I certify that there are no stockholders

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

☐ Other (describe) _____

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____,

2 ____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

CITY OF EAST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

- Workers' Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract up to the statutorily maximum amount pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Employer's Liability coverage shall also be included with limits of \$1,000,000 Each Occurrence/\$1,000,000 Aggregate.
- General liability insurance shall be provided with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, personal injury, and advertising injury, which shall be maintained in full force during the life of the contract. Products/Completed Operations coverage shall also be included. The general liability policy shall be primary and non-contributory. The City shall be named as Additional insured. Waiver of Subrogation shall be included in favor of the City.
- Automotive liability insurance covering Bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 Combines Single Limit, which shall be maintained in full force during the life of the contract. The City shall be named as Additional Insured. Waiver of Subrogation shall be included in favor of the City.
- Professional Liability insurance shall be provided with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
- Excess or umbrella coverage with limits of not less than \$5,000,000.00 per occurrence and aggregate shall be maintained and shall follow the form of the primary General Liability, Automotive Liability, and Employer's Liability insurance coverages.

***VENDOR / FIRM SHALL NOT COMMENCE OPERATIONS UNTIL CITY HAS BEEN FURNISHED ORIGINAL CERTIFICATE(S) OF INSURANCE AND CERTIFIED ORIGINAL COPIES OF ENDORSEMENTS OR POLICIES OF INSURANCE IN THE AMOUNTS AND/OR MINIMUM COVERAGE(S) REQUIRED IN THIS PROPOSAL.**

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

CITY OF EAST ORANGE
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the city files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program?

Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

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

Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

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 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 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.

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

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);

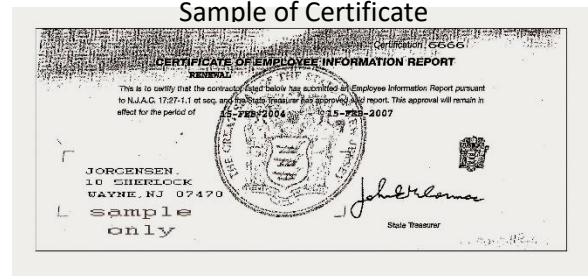
OR

(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.

Sample of Certificate



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 et seq. and N.J.A.C.17:27 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 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**

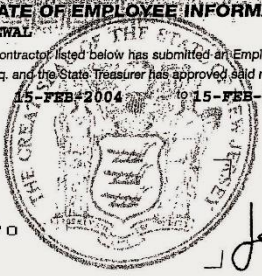
Certification: 6666

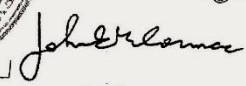
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2004** to **15-FEB-2007**

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470

sample
only




State Treasurer

**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

**** Construction Contracts (including public works related purchase orders)***

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)*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) 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) 292-9292.

CITY OF EAST ORANGE

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.**

**FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

**REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
CITY OF EAST ORANGE.**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107530
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

CITY OF EAST ORANGE
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such tradename:

Trading As: _____ Telephone: _____

.....
If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

.....
If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

.....
Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

QUALIFICATION AFFIDAVIT

The CITY OF EAST ORANGE reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

State of New Jersey)
County of _____) SS:

I am the (President, Partner, Owner) of _____
_____, the bidder herein.

I know that the bidder, _____,
has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

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.

Subscribed and sworn to
Before me this _____ day
Of _____ 2025.

Notary Public of: _____
My commission expires: _____

Company Name

Sign Name

Print Name

Print/Type Title

CITY OF EAST ORANGE

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees, and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity, and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

CITY OF EAST ORANGE

ACKNOWLEDGEMENT OF ADDENDA, CORRECTIONS, ADDITIONS AND DELETIONS **FORM**

(If none are applicable, mark "N/A" on each line)

Addendum No. 1.	_____	Date:	_____
Addendum No. 2.	_____	Date:	_____
Addendum No. 3.	_____	Date:	_____
Addendum No. 4.	_____	Date:	_____

I,

of the firm

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this

Submission Package.

(Signature)

(Type or print of affiant and Title, under Signature)

(Date)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: _____

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 Division's website at <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 Director finds 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

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 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.**

Disclosure of Investment Activities in Iran (cont'd)

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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

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 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: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____

**3.9 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT/ BID SOLICITATION TITLE _____
CONTRACT/ BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

☐

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)
Representative

Vendor Email Address for Authorized

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Requires Pursuant to N.J.S.A. 19:44A-20.8
CITY OF EAST ORANGE

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.I.2004, c.19 would bar the award of this contract in the one year period preceding December 20, 2005 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of East Orange as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

Mayor Theodore R. Green	Alicia Holman
Casim Gomez	Vernon Pullins, Jr.
Mustafa Al – Brent	Amy Lewis
Tameika Garrett-Ward	Christopher D. James
Bergson Leneus	Christopher Awe
Brittany Claybrooks	

Part II- Ownership Disclosure Certification

☐ I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and / or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

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

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the CITY OF EAST ORANGE, (b) are not in breach of any contract previously awarded by the Township and (c)

are not a party to any pending action either at law or equity in which they are assessing an affirmative claim for damages or other relief against the CITY OF EAST ORANGE. Failure to provide the required statement shall disqualify the bidder.

(Name of Contractor)

(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this ____ day

Of _____ 20____

Notary Public of _____

My Commission Expires _____

CITY OF EAST ORANGE

EAST ORANGE, NEW JERSEY

AGREEMENT FOR PAYMENT OF COMMODITY

The contractor or vendor realizes that as a Municipality, payment cannot be made on a bill presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

Name of Official for Company

Name of Company or Business

Address

Date: _____

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn : Racquel C. Ferguson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Ferguson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP), issued by the City of East Orange ("City"), dated July ____, 2025, in connection with the City's need for BLS Emergency Ambulance Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual, and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Racquel C. Ferguson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Ferguson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the City of East Orange ("City"), dated July _____, 2025 in connection with the City's need for BLS Emergency Ambulance Services.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual, and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the BID and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the BID, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this BID.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____