

RESOLUTION

AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT PURSUANT TO N.J.S.A. 40A:65-1 ET SEQ BETWEEN THE TOWNSHIP OF BRIDGEWATER, BOROUGH OF RARITAN, BOROUGH OF MANVILLE, AND BOROUGH OF SOUTH BOUND BROOK FOR THE PROVISION OF DAYTIME AMBULANCE SERVICES THROUGH THE ROBERT WOOD JOHNSON SOMERSET HOSPITAL

WHEREAS, the Township of Bridgewater, Borough of Raritan, Borough of Manville, and Borough of South Bound Brook desire to continue their association under the Somerset Ambulance Shared Service Agreement (SASSA); and

WHEREAS, the Agreement attached hereto as Schedule A renews the SASSA agreement pursuant to N.J.S.A. 40A:65-1 et seq. and authorizes Bridgewater to contract with Robert Wood Johnson Somerset on SASSA's behalf; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Bridgewater, County of Somerset, State of New Jersey that the shared service agreement attached hereto as Schedule A is hereby accepted and approved; and

BE IT FURTHER RESOLVED, that Mayor Matthew Moench and Linda Doyle, Township Clerk are hereby authorized and directed to execute the annexed Agreement and take all appropriate measures to effectuate its purpose.

Introduced	Seconded	Council	Aye	Nay	Abstain	Absent
		Kirsh				✓
	✓	Norgalis	✓			
		Pedroso	✓			
✓		Ring	✓			
		Kurdyla	✓			

Adopted: December 19, 2022

I, Grace Njuguna, RMC, Deputy Municipal Clerk of the Township of Bridgewater, County of Somerset, and the State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Bridgewater Township Council at a duly convened meeting held on December 19, 2022

Signed: 

SCHEDULE 1

**SHARED SERVICES AGREEMENT BETWEEN THE THE
TOWNSHIP OF BRIDGEWATER, THE BOROUGH OF
RARITAN, THE BOROUGH OF MANVILLE AND THE
BOROUGH OF SOUTH BOUND BROOK FOR DAYTIME
AMBULANCE SERVICES TO BE PROVIDED BY THE
SOMERSET AMBULANCE SHARED SERVICE AGENCY
(SASSA) FOR THE CALENDAR YEARS 2023, 2024, AND 2025**

THIS AGREEMENT is entered into as of this 19th day of Dec 2023, by and between the Township of Bridgewater ("Bridgewater"), a municipal corporation of the State of New Jersey, having its offices at 100 Commons Way, Bridgewater, New Jersey 08807, Borough of Raritan ("Raritan"), a municipal corporation of the State of New Jersey, having offices at 22 First Street, Raritan, New Jersey 08869, the Borough of Manville ("Manville"), a municipal corporation of the State of New Jersey, having offices at 325 North Main Street, Manville, New Jersey 08835, and the Borough of South Bound Brook ("South Bound Brook"), a municipal corporation of the State of New Jersey, having offices at 12 Main Street, South Bound Brook, NJ 08880.

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities to enter into shared services agreements; and

WHEREAS, Bridgewater, Raritan, Manville and South Bound Brook require daytime weekday ambulance services for 2023, 2024 and 2025; and

WHEREAS, Bridgewater has been designated as the lead agency for the Somerset Ambulance Shared Service Agency (SASSA) with Raritan, Manville and South Bound Brook as member agencies; and

WHEREAS, Bridgewater received proposals for the aforementioned emergency services on November 2, 2022, with Robert Wood Johnson Health Network, Inc., the incumbent vendor, the only bidder for said services; and

WHEREAS, Bridgewater, Raritan, Manville and South Bound Brook desire to enter into a Shared Service Agreement for daytime weekly ambulance services for 2023, 2024 and 2025 and to engage Robert Wood Johnson Health Network, Inc., to provide those services.

SCHEDULE 1

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Bridgewater, Raritan, Manville, and South Bound Brook hereby renew and reauthorize the Somerset Ambulance Shared Service Agency (SASSA) under the terms herein pursuant to N.J.S.A. 40A:65-1 et seq, the Uniformed Shared Services and Consolidation Act.

2. Bridgewater is hereby designated as the lead agency for SASSA for the term of this agreement.

3. This agreement shall commence on January 1, 2023 and shall expire on December 31, 2025 at which time the contract may be renewed by resolution of the parties hereto.

4. Bridgewater, as lead agency, shall execute an agreement with RWJ Health Network, Inc., a the vendor for the daytime weekly ambulance services as solicited as described above and pursuant to the terms of the solicitation attached hereto as Schedule A.

5. Raritan, Manville and South Bound Brook shall pay Bridgewater \$0 per year for the daytime weekly ambulance services as described herein, such services to be provided Monday through Friday, 6:00 am to 6:00 pm for the years 2023, 2024 and 2025.

6. Bridgewater shall transmit to Raritan, Manville and South Bound Brook a copy of the agreement executed between Bridgewater, as lead agency, and RWJ Health Network, Inc., as the final agreement for daytime ambulance service.

7. The parties to this agreement agree and acknowledge that RWJ Health Network, Inc., as provider of basic life support services and ambulance transportation pursuant to this agreement shall insure and indemnify the member municipalities of SASSA pursuant to the terms of the agreement between Bridgewater and RWJ Health Network, Inc.

8. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

SCHEDULE 1

9. No Assignments

This Agreement may not be assigned by one Party without the written consent of the other.

10. Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

11. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

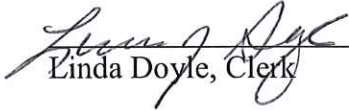
12. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

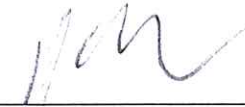
IN WITNESS WHEREOF, the Township of Bridgewater, Borough of Manville, Borough of Raritan, and the Borough of South Bound Brook have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Attest:

TOWNSHIP OF BRIDGEWATER



Linda Doyle, Clerk

By: 

Matthew Moench, Mayor

Attest:

BOROUGH OF MANVILLE

By: _____

Attest:

BOROUGH OF RARITAN

By: _____

Attest:

BOROUGH OF SOUTH BOUND BROOK

By: _____

Appendix A

PUBLIC NOTICE

NOTICE TO BIDDERS

TOWNSHIP OF BRIDGEWATER

November 8, 2022

Sealed bids will be received by the Purchasing Agent for Bridgewater Township on Wednesday November 22, 2022 at **10:30 am** prevailing time in the Room 102B of the Township of Bridgewater 100 Commons Way, Bridgewater, NJ 08807 at which time and place bids will be opened and read in public for:

Emergency Medical Services – BLS Service and Ambulance Transportation

Specifications and instruction to bidders may be obtained at the Purchasing Office or the Township website at <http://www.bridgewaternj.gov>

* Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders are subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11 -1 seq. governing bidding requirements

Bidders are required to comply with the requirement of N.J.S.A. 10:5-31 et seq and P.L. 1975 c. 127 (NJAC 17:27 AFFIRMATIVE ACTION and with the REQUIREMENTS OF P.L. 2004 C.57, which requires a copy of the BUSINESS REGISTRATION CERTIFICATE issued by the New Jersey Treasury Department.

By Order of

Rose Witt
Qualified Purchasing Agent
Township of Bridgewater
100 Commons Way
Bridgewater, New Jersey 08807

NOTICE- RESULTS OF ALL BIDS ARE POSTED ON THE TOWNSHIP WEB SITE.

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICES

Basic Life Support (BLS) Services

This **REQUEST FOR PROPOSALS** consists of six Categories of Documents all of which are deemed to be component parts of the Specifications:

- (1) Instructions to Bidders/General Requirements (Addendum A)
- (2) Special Conditions
- (3) Proposed Form of Contract (Addendum B)
- (4) Proposal and Supplemental Bid
- (5) Miscellaneous Document Forms

Contact information:

Rose Witt Bridgewater Township Purchasing Agent 908-725-6300 x-5043
All questions are required in writing to rwitt@bridgewaternj.gov

SECTION 1 - INSTRUCTION TO BIDDERS / GENERAL REQUIREMENTS

See attached Addendum A

SECTION 2 - TECHNICAL SPECIFICATIONS

A. Definitions:

“BLS” Basic Life Support 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 and procedures authorized by the Commissioner of the State Department of Health, all as defined in NJSA 26:2K-21b of the Emergency Medical Services law.

“Lead Agency” The Township of Bridgewater is serving as the Lead Agency in this bid process and throughout the term of the contract on behalf of the participating municipalities. Hereinafter referred to as the “Township”.

“Pre-hospital care” means those emergency medical services rendered to emergency patients at the scene of a traffic accident or other emergency and during transportation to emergency treatment facilities, and upon arrival within those facilities, all as defined in NJSA 26: 2K-39.

“SERVICE PROVIDER”—Service Provider- The successful bidder who has been awarded the contract to provide the services delineated herein.

"SASSA"-- Somerset Ambulance Shared Service Agency- The agency created by a shared service agreement incorporated pursuant to the Uniform Shared Service Act, N.J.S.A. 40A:65-1 et seq. by the participating municipalities to develop specifications, supervise and monitor this contract on behalf of and in coordination with the Lead Agency.

A. Ambulance:

The PROPOSAL will be for two ambulances.

The two ambulances shall meet all requirements of New Jersey Department of Health, Office of Emergency Medical Services (DOH-OEMS) to be licensed. The ambulances must remain licensed by the DOH-OEMS for the duration of this contract.

The ambulances and its personnel will be used exclusively for fulfilling the requirements of this contract.

All equipment is subject to inspection by a designee of SASSA with the same frequency that such inspections are mandated by the appropriate State Agency. Additional inspections may be conducted by the SASSA designee whenever reasonable facts and circumstances would justify same.

B. Personnel:

The Service Provider shall ensure that all personnel are trained in FEMA Incident Command System (ICS). Personnel shall operate with regard for their ICS training. Each EMT and all personnel of the successful bidder shall at all times treat the general public and all those for whom they are providing services in a courteous, professional and nondiscriminatory manner. The Service Provider shall investigate all complaints concerning inappropriate, unprofessional or discriminatory behavior by any of its employees and take whatever action is required to correct and overcome inappropriate behavior to the satisfaction of the SASSA.

C. Communication Requirements:

The successful bidder is required to maintain a dedicated phone line (which line can be its own dispatch center telephone number) that will only be used for emergency ambulance requests from the originating PSAP. In addition to all radio systems and frequencies required by the NJ DOH, all ambulances utilized in the SASSA municipalities will have communications with Somerset County Communications and the Somerset County Office of Emergency Management.

D. References:

Each bidder, at time of bid submission, shall provide information to the Township on three similar service contracts provided by the Company or similar work/services performed in the past three years (list user name and address, telephone number, amount

and services provided; exclude current contracts). See TOWNSHIP OF BRIDGEWATER, Bidder Experience and Qualification Questionnaire-page 19

F. Bond:

SURETY BOND

A surety bond in the amount of \$1,000,000 shall be submitted and enclosed with the bidder's proposal.

SECTION 3 - SPECIAL CONDITIONS

A. Scope of Required Services:

The successful bidder will provide emergency medical services to all SASSA municipalities (Bridgewater, Manville, Raritan, and South Bound Brook).

B. Calls for Service:

Between July 1, 2021 and June 30, 2022, the number of calls for service by town were:

- Bridgewater - 1410
- Manville - 594
- Raritan - 1004
- South Bound Brook - 158

These numbers are provided as a reference and are not a guarantee of future call volume.

C. Time Period:

The successful bidder shall provide its services to all SASSA municipalities from 0600 to 1800 hours EST, Monday through Friday, based on the level of services defined in the Inter local Agency Shared Services Agreement.

The successful bidder will be responsible for all calls that are assigned to it during this time frame even if the response results in the ambulance not clearing the call until after 1800 hours.

D. Required Response Time:

For emergency medical ambulance services to all SASSA towns, the response time shall be no greater than 8 minutes. Response time shall be measured from the time the Service Provider receives the call until the time an ambulance arrives on scene.

E. Bidder Responsibilities:

All bidders are responsible for being familiar with the ambulance needs of the participating municipalities as well as the historic data on usage, billings and collections. The Township makes no representation as to the actual or anticipated calls for service, transports, billing and collection rates to be experienced under this contract.

F. Administrative Fee:

The Service Provider shall reimburse the Township of Bridgewater for their costs in administering this agreement on behalf of the participating municipalities:

2023	\$8100
2024	\$8600
2025	\$9100

G. Proposal Evaluation Criteria

The Township reserves the right under Competitive Contracting (PL 1999 c. 440, C.40A11-4.1 et seq) to choose the bidder based upon the Proposal submitted and the evaluation criteria as set forth below.

- What are the bidder's qualifications?
 - Number of licensed ambulances
 - Number of licensed EMTs available
- What is the quality of the bidder's equipment?
 - Technical Specifications
 - Age of the equipment
- Bidder's ambulances available to serve the included municipalities:
 - Stationed within one or more of the four municipalities
 - 0 to 5 Miles from one of more of the four municipalities
 - 5 to 10 Miles from one of more of the four municipalities
 - 10+ Miles from one of more of the four municipalities
- What are communications capabilities of the bidder with Somerset County Communications and Somerset County Office of Emergency Management
- What is the capability (quantity and distance) of any additional equipment to handle multiple calls above and beyond the required number of ambulances
- What is the documented reliability and response history of the bidder?
- What is the documented experience of the bidder doing emergency transport?
- What is the bidder's method/plan for handling complaints?
- What is the price of the bidder's service?

The review of proposals will take place under the competitive contracting method as required by New Jersey's Local Public Contracts Law. Immediately following the submission deadline, proposals will be opened and reviewed by a specially convened review committee. The Committee will rank proposals and the highest ranked proposal will be recommended for award of contract. The criteria on which reviewers will rank proposals include the following categories: (1) Technical; (2) Management; and (3) Cost.

Criteria for Vendor Selection:

Technical: 40.0%

Management: 40.0%

Cost: 20.0%

H. Term:

This Agreement shall be for a three-year term commencing on January 1, 2023 and terminating on December 31, 2025.

I. Early Termination:

Service Provider agrees that if, during the term of this Agreement, (i), it fails to meet New Jersey State Department of Health licensing requirements or (ii) it fails to comply with the terms and provisions of this Agreement (which includes all component parts of the Request for Bids), after written notice and a failure to cure the problem within 30 days from receipt of said notice, the Agreement may be terminated by the Township of Bridgewater prior to the expiration of the term.

Service Provider agrees that if it fails to meet the response times set forth in these Special Conditions at least 90 percent of the time during any one-month period, the Agreement may be terminated by the Township of Bridgewater prior to the expiration of the term.

J. Contract Parts:

All five component parts of the Request for Bids delineated on the cover page of this "Request" are hereby deemed to constitute the entirety of the Specifications and Agreement between the Township of Bridgewater and Service Provider. The Proposed Form of Contract between the Service Provider and Bridgewater as well as the General Conditions/ Instructions to Bidders are hereby fully incorporated into these Specifications.

K. Complaints:

Any and all complaints received by the Township about the services performed by the Service Provider shall be immediately referred to SASSA. SASSA shall meet with the Service Provider and the complainant separately and/or together for the purpose of ascertaining all pertinent facts regarding the complaint. If SASSA determines that the complaint has **reasonable** merit or otherwise requires modification of the manner in

which services are provided, Service Provider agrees to provide such changes in its service as SASSA may recommend. Service Provider will cooperate fully in all respects with respect to the investigation of such complaints by SASSA or its representatives.

L. Prior Experience of Service Provider:

A successful bidder must have a minimum of three (3) years of experience operating New Jersey DOH-OEMS licensed ambulances in the performance of 911 Emergency Medical Services, and must supply references as well as proven response times.

M. Service Provider's License:

The successful bidder must supply a copy of their New Jersey Department of Health Provider License as well as copies of vehicle licenses that will be used in providing the services delineated in this Agreement. Copies of any and all State Department of Health citations as well as full explanations must be forwarded to the Township with the Bid and at 6-month intervals thereafter.

N. Required reports:

The successful bidder will provide SASSA quarterly reports. By the 15th of the first month of the quarter, Service Provider will provide to SASSA a report of operational activities for the prior quarter showing:

the municipality from which the person was transported
the time/date the call was received,
the time/date the BLS unit arrived on scene
time/date of any calls for service that the provider was not able to respond to

O. Location of Ambulances:

Each bidder, as part of his bid, shall specify where the ambulances will be housed and/or located between the hours of 6 AM and 6 PM weekdays.

P. Dispatching:

The PSAP serving the town in which the call for service originates, will contact the dedicated phone number for the Service Provider. The Service Provider will be responsible for dispatching an ambulance. Ambulances must be able to communicate, via radio, with the PSAP.

Q. Inspection:

Service Provider will permit any authorized representative of the Township of Bridgewater and/or SASSA the right to inspect any vehicle and/or its equipment utilized by Service Provider to perform services under this agreement to insure compliance with this Request for Bids, the standards set by the relevant governmental agencies and accepted industry standards. All such inspections shall be conducted between the hours of 6 AM and 6 PM Monday through Friday.

P. Maintenance:

All ambulances used by Service Provider to fulfill the terms and conditions of this Agreement shall be maintained in sound mechanical condition and will be cleaned and properly stocked with the usual necessary and appropriate supplies as to their purpose and need as further delineated in this Request for Bids.

Q. Infectious Control Management:

SERVICE PROVIDER shall be responsible for complying with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.

R. Quality and Performance Guarantees:

The Service Provider will guarantee that all equipment used in the performance of this Agreement shall meet all existing as well as future applicable governmental regulations governing the operation of operating licensed BLS providers. Should any of these requirements be changed during the term of this Agreement by any State or Federal agency with jurisdiction over Emergency BLS Ambulance Services, the Service Provider will take whatever action is required to comply with these new regulations. The cost of any such changes shall be borne by the Service Provider unless the Service Provider can prove to SASSA that the required changes significantly change the scope of the original specifications requiring substantial expenditure of unanticipated funds.

S. Quality Assurance:

The SASSA will serve as the Quality Assurance Committee. It will be its responsibility to review all Quality Assurance Reports provided by Service Provider and recommend reasonable modifications to the manner in which services are to be provided in order to assure that proper services are being rendered and to improve their quality if needed. The Service Provider shall attend meetings of the Quality Assurance Committee, when requested but no more than once a quarter.

T. Insurance:

Service Provider will, at all times throughout the duration of this agreement, maintain general and professional liability insurance with limits of \$3 million per individual and \$5 million per occurrence naming the Township of Bridgewater and SASSA as additionally insured. Service Provider will provide the Township with a Certificate of Insurance evidencing such coverage within 10 days of Notice of Award of this Agreement. This certificate of insurance will provide for a 30 days prior notice of cancellation.

U. Indemnification:

The Service Provider will agree to indemnify the Township of Bridgewater, as well as SASSA and its participating municipalities, and to defend and hold them harmless from all demands, claims, lawsuits, causes of action, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable Attorneys' fees and disbursements) arising out of or in connection with any acts or omissions of Service Provider, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement.

V. Nondiscrimination Requirements:

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

W. Rejection of Proposals:

The Township reserves the right to reject all bids for any and all reasons permitted under New Jersey law including (1) the bids exceeding the SASSA estimate and (2) a decision by SASSA to substantially change the specifications.

SECTION 4 - PROPOSAL

TO: Township of Bridgewater
100 Commons Way
Bridgewater, N. J. 08807

From: _____

Attention: SASSA Representatives:

The undersigned hereby certifies that he/she has read and understands the specifications dated 02/14/17 entitled:

Basic Life Support (BLS) Services

The Specifications are hereby made a part of this Proposal and Contract Form. The undersigned certifies that he/she will fully comply with these Specifications unless specific exceptions are noted on this Proposal Form.

The undersigned hereby agrees that the acceptance of this Proposal by the Township of Bridgewater shall constitute a legal and binding contract between the Township and the undersigned.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications at the following prices within the time constraints as cited in the General Conditions

The undersigned hereby acknowledges that _he has carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that _he will contract to furnish said items as specified in the schedule of prices.

DATE _____ **PRINT NAME** _____

TITLE _____ **SIGNATURE** _____

PROPOSAL

For the 12 per month period January 1, 2023 to December 31, 2023
Total to Provide Specified Services

Net Fee \$ _____

For the 12 month period January 1, 2024 to December 31, 2024
To Provide Specified Services

Net Fee \$ _____

For the 12 month period January 1, 2025 to December 31, 2025
Total to Provide Specified Services

Net Fee \$ _____

The following executed documents and information are to be submitted with this Proposal:

Non-Collusion Affidavit
Affirmative Action Affidavits
Ownership Disclosure Statement
Disclosure of Investment Activities in Iran
Bidders Experience and Qualifications Statement
List of all Subcontractors
Section 4 Proposal Forms
Copy of State of N.J. Business Registration Certificate
Surety Bond in the amount of \$1,000,000
Bid Guarantee

List any deviations from the Specifications in a separate letter or if no deviations or exceptions are applicable, so state:

_____ Deviations or exceptions to these specifications are listed in a separate letter.
_____ No deviations or exceptions are taken to these specifications.

DATE _____ **PRINT NAME** _____
TITLE _____ **SIGNATURE** _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

This Statement Shall Be Included with
All Bid and Proposal Submission

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly trade entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the

information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific) _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed).

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Part III – Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest".

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

(Notary Public)

My Commission expires

(Affiant)

(Print name of affiant and title if applicable)
(Corporate Seal if a Corporation)

NON-COLLUSION AFFIDAVIT

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

I am _____ of the firm of _____
title name of firm

the bidder making this Proposal for the bid proposal entitled _____;
that I executed the said proposal with full authority to do so; that said bidder has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any action
in restraint of free, competitive bidding in connection with the above named project; and that all
statements contained in said proposal and in this affidavit are true, correct, and made with full
knowledge that the Township of Bridgewater 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

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2017

print name of affiant; _____

~

Notary public of _____

My Commission expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
SIGNATURE REQUIRED ON BOTTOM OF THIS PAGE

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am
authorized to bid/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

Name _____ Relationship to Bidder/Offerrer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offerrer
Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Passaic County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Passaic County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____ Print Name: _____

Title: _____ Date: _____

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS
PL 1975, C. 127 (N'J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.1271 (NJAC. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

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

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report ~(form AA230)

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

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

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

YES _____ NO _____

If yes, please submit a copy of such certificate.

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

COMPANY. _____ SIGNATURE _____

TITLE _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L 1975, C127, within the time frame.

TOWNSHIP OF BRIDGEWATER
BIDDER EXPERIENCE AND QUALIFICATION QUESTIONNAIRE

Name: _____ Tele: _____

Address: _____

This questionnaire must be filled out and submitted as a part of the Bid Proposal. Failure to complete this form or to provide factually any of the requested information is grounds for the rejection of the bid proposal. If additional space is required, the bidder shall add additional sheets that identify the question being answered

1. Number of years in business under present name & address: _____
If less than 5 years, list previous names and addresses:

2. Within the last 5 years has the business or any officer / partner failed to complete a contract awarded to them: _____. If yes, provide the details in a separate letter.

3. Have any liens and lawsuits been filed against the company in the past 5 years relating to the services being provided in this bid? If so, provide details in an accompanying letter.

4. In a letter attached to this bid describe the ambulance equipment to be used in fulfilling this contract (make, model, year of manufacturer, number of miles, if available - number of hours on engine clock, installed equipment, location of the ambulance for inspection purposes.

5. In a letter attached to this bid, list the employees anticipated to be employed to service this contract including their driver's license number (if a driver), and their EMT licenses and other related information to comply with the requirements of the specifications.

6. Provide information on 3 similar service contracts provided by the company or similar work / services performed in the past 3 years: (list user name and the address) (excluding current contracts)

a. Name: _____ Tele: _____

Address: _____ amount: _____

Services provided: _____

b. Name: _____ Tele: _____

Address: _____ amount: _____

Services provided: _____

c. Name: _____ Tele: _____

Address: _____ amount: _____

Services provided: _____

7. List similar service contracts you are now providing or for which you have signed contracts but not yet started work:

7. List all major subcontractors to be used to complete the required services and the area of their responsibility:

Bidder's Signature _____

Addendum A

BID SPECIFICATIONS GENERAL CONDITIONS

NOTE: THESE TERMS AND CONDITIONS PREVAIL FOR THIS "REQUEST FOR PROPOSALS" AS IF THE "RFP" WERE A FORMAL BID. Through this addendum, the term "Bid" and "Proposal" are to be considered as interchangeable.

I. SUBMISSION OF BIDS

- A. The Township of Bridgewater, Somerset County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- B. Sealed bids will be received by the designated representative of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly open and read aloud all bids received.
- C. The bid proposal form shall be submitted on the prescribed form with an appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - 1) addressed to the Township of Bridgewater
 - 2) bearing the name and address of the bidder written on the face of the envelope.
 - 3) clearly marked "BID" with the contract title and/or BID # being identified
- D. It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink. Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc.. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. BID GUARANTEE

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

A. BID GUARANTEE

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

Failure to submit this may be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price, but not less than \$1,000,000 from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the

bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A.. 40A: 11-22.

Failure to submit this shall be cause for rejection of the bid.

 C. PERFORMANCE BOND

The successful bidder shall execute and deliver to the Township within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds. The amount of bond shall be 10% of bid, or no less than \$1,000,000, upon the form prepared for and used by the Township in statutory form with such surety companies as sureties as shall be approved by the Township Council and qualified and authorized to do business under the laws of the State of New Jersey

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

 D. LABOR AND MATERIAL PAYMENT) BOND

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

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

 E. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of \$1,000,000 guaranteeing against defective quality of work or materials for the period of 1 year 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

 F. RETENTION OF PROPOSAL GUARANTEE: As an alternate performance guarantee, the proposal guarantee of the successful bidder shall be retained by the Township to assure the successful performance of the contract.

 G. PAYMENT DEFERRAL: As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Township.

III. INTERPRETATION AND ADDENDA BIDDERS RESPONSIBILITIES

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. **DISCREPANCIES IN BIDS**
 - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.
- E. **DEVIATIONS:** All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between

materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- E. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. WORKMANSHIP All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

V. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

- 1. Worker's Compensation and Employer's Liability Insurance
This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.
- 2. General Liability Insurance
This insurance shall have limits of not less than \$3,000,000 any one person and \$5,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the bidder.
- 3. Automobile Liability Insurance
This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. CERTIFICATES OF THE REQUIRED INSURANCE

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited in C below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

C. INDEMNIFICATION

Successful bidder will indemnify and hold harmless the Township of Bridgewater from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorneys' fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

VI. PREPARATION OF BIDS

A. The Township of Bridgewater is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required

B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications..

VII. STATUTORY AND OTHER REQUIREMENTS

The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising therefrom.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* (P.L.. 1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. if the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

E. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

F. Safety and Protection:

The Contractor will be responsible for initiating, maintaining and supervising all safety

precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- G. Other related statutes are:
TITLE 40A, Chapter 11, Public Contract Law.

TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.

TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- H. Each bidder must supply with their bid a copy of the NJ Business Registration Certificate as required by P.L. 2004 c. 57

VIII. BID OPENING / ANALYSIS & AWARD

- A. **ACCEPTANCE OF BIDS:** The Township of Bridgewater reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Township. The Township of Bridgewater also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.
- B. **BID OPENING - BID REVIEW - BID DOCUMENTS:** All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Bridgewater, and will not be returned to the bidders.
- C. The Township of Bridgewater will award the work under the provisions of Competitive Contracting (PL 1999 c. 440) using the evaluation criteria set forth in Section 3.g.
- D. **CONTRACT AWARD:** Should the Township decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required state documentation and bonds within 10 days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Township may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Township may be obliged to award to another because of the refusal or omission of a successful

bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Township may be obliged to spend by reason for the default of the bidder

- E. The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Township.

IX. REJECTION OF BIDS

The Township of Bridgewater reserves the right to reject any and all bids for any one or more of the following reasons.

A. **Qualifications of Bidders:** The Township of Bridgewater may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Township all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract.

B. **Availability of Funds:** Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. **Multiple Bids Not Allowed:** More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

D. **Unbalanced Bids:** In any bid which contains more than one item or unit price, the Township shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.

E. **Unsatisfactory Past Performance:** A Bid received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected.

F. **Failure to Enter Contract:** Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sundays and holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

G. **Encumbering the bid with conditions governing acceptance or performance**

H. **Failure to include any required documentation or certifications**

CONTRACT ADMINISTRATION

A. **CONTRACT DOCUMENTS:** The Contract documents shall consist of the Contract, and the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

B. **AUTHORITY TO WITHHOLD PAYMENT:** The Township, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Township from loss because of

1. Defective work, materials or equipment not corrected; improper work performed; disservice Provider proved substitution of material or equipment specified.
2. Claims filed or reasonable evidence indicating the probability of claims being filed.
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Damage to another contract, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

C. **FINANCIAL PROCEDURES:** Payment shall be made upon the completion of the contract requirements of the specifications. All payments shall be approved by the Township Council at their bi-monthly meeting. Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township vouchers may be used for payments.

D. The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Township.

XI. TERMINATION OF CONTRACT

A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any

sum or sums set forth in the contract.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. The Township shall have the right to declare the Contract in default in any of the following eventualities:
 - 1. The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - 2. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - 3. The Contractor fails to commence work when notified to do so by the Administrator.
 - 4. The Contractor shall abandon the work.
 - 5. The Contractor shall refuse to proceed with the work when and as directed by the Administrator.
 - 6. The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator.
 - 7. The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
 - 8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
 - 9. The Administrator shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of necessary material and equipment orders.
 - 10. The Administrator shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.

Before the Township shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice, signed by the

Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

The Township, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Township shall deem advisable.

After such completion, the Township shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Township shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Township, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Township upon demand.

- F. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

XII. DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Township from seeking injunctive or declaratory relief in court at any time.

A. All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Township, or its administrative authorities, are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section.

B. Prior to litigation, the Township and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.

1. In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
2. Nothing herein shall be construed to prevent the Township and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation

C. This Dispute resolution procedure shall not prevent the Township from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof

DEFAULT PROVISIONS

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

If the contractor fails to complete the required work within the number of days specified in the contract, or abandons the required work for 10 working days, and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the contractor is declared to be in default of the contract. In instances of the default of a contract, the Township reserves the right to immediately have specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Township in completing the specified work.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

EXHIBIT A

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affection or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination]0 clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

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

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.~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any act 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 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 must 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 O411 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 proceedings 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.

Addendum C

AMBULANCE SERVICE AGREEMENT

BETWEEN THE

TOWNSHIP OF BRIDGEWATER AND

SOMERSET AMBULANCE PROVIDER

January 1, 2023

THIS AMBULANCE SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is made as of this ___st day of ___, 20__, by and between The TOWNSHIP OF BRIDGEWATER, a Somerset County, New Jersey Township maintaining its headquarters at 100 Commons Way, Bridgewater, New Jersey 08807 (hereinafter referred to as "TOWNSHIP OF BRIDGEWATER"), and _____, maintaining a place of business at _____, the SOMERSET AMBULANCE PROVIDER (hereinafter referred to as "SERVICE PROVIDER").

WITNESS

WHEREAS, SERVICE PROVIDER is a New Jersey fully licensed emergency medical care transportation company providing services in the State of New Jersey; and

WHEREAS, TOWNSHIP OF BRIDGEWATER, as the Lead Agency for the Somerset Ambulance Shared Service Alliance (SASSA) comprising the municipalities of Bridgewater, Manville, Raritan, and South Bound Brook is the entity responsible for providing emergency ambulance service under the terms and conditions memorialized in the Interlocal Service Agreement creating the SASSA; and

WHEREAS, TOWNSHIP OF BRIDGEWATER is desirous of entering into an agreement with SERVICE PROVIDER to provide weekday emergency ambulance service to the SASSA; and

WHEREAS SERVICE PROVIDER is also desirous of entering into an agreement with, TOWNSHIP OF BRIDGEWATER to provide daytime emergency medical ambulance service to the SASSA;

NOW THEREFORE, in consideration of the foregoing, the mutual representations and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1: RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is mutually understood and agreed that in the performance of the duties and obligations of the Parties of this Agreement, each Party hereto is a separate and independent contractor. Neither party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

SECTION 2: REPRESENTATION BY TOWNSHIP OF BRIDGEWATER

2.1 Recognition: TOWNSHIP OF BRIDGEWATER hereby represents to SERVICE PROVIDER that it has consulted with the various volunteer Rescue Squads which serve the SASSA municipalities regarding the provision of Emergency Medical Care and Services by and through a contractor, and that the Squads have agreed to recognize TOWNSHIP OF BRIDGEWATER and its designated contractor, SERVICE PROVIDER, as the Emergency Medical Service Provider during the days and hours specified herein. Immediately upon the execution of this Agreement, TOWNSHIP OF BRIDGEWATER shall provide the Police Department Communications Centers with written notice of this Agreement, and said written notice shall state with specificity the terms of this Agreement that address when and how emergency ambulance calls during the designated periods should be directed to SERVICE PROVIDER.

2.2 Cooperation: TOWNSHIP OF BRIDGEWATER hereby represents to SERVICE PROVIDER that it has consulted with the SASSA regarding its necessary cooperation for successful fulfillment of the terms of this Agreement, and that the SASSA has agreed to work cooperatively with SERVICE PROVIDER in an administrative and oversight manner which will aid in establishing open lines of communication with other governmental agencies; fire companies, police and others who may work with, alongside or access the services of SERVICE PROVIDER,

2.3 SASSA: Attached to and incorporated in this agreement is the Interlocal Shared Service Agreement Creating the Somerset Ambulance Shared Service Agency (SASSA) (See Appendix A) setting forth the conditions governing the SASSA and the Township of Bridgewater, as the Lead Agency.

SECTION 3: OBLIGATIONS OF SERVICE PROVIDER

3.1 Ambulance Services: The terms and conditions of the Specifications and Special Conditions dated February 1, 2014, governing the provision of BLS Emergency Ambulance Services, entitled "REQUEST FOR BIDS--EMERGENCY MEDICAL SERVICES-- Basic Life Support Services and Ambulance Transportation", are hereby incorporated in full into this Agreement and shall govern the operation of the SERVICE PROVIDER unless a specific term of the Specifications is in conflict with a specific requirement of this Agreement in which case the terms of this Agreement shall prevail. These Specifications are contained in Appendix B of this Agreement.

3.2 Dispatch: The SERVICE PROVIDER will be exclusively dispatched by the Police Calling Centers, directly to the SERVICE PROVIDER or the SERVICE PROVIDER's dispatch center for all emergency ambulance services, for those municipalities participating as full members to the SASSA Interlocal Service Agreement during those dates and times delineated in the Specifications for Emergency Ambulance Services.

3.3 Inspection: SERVICE PROVIDER will permit any authorized representative of TOWNSHIP OF BRIDGEWATER and SASSA or their respective designees the right to inspect any vehicle and any equipment contained therein utilized by SERVICE PROVIDER to perform services under this Agreement to insure its compliance with the Specifications governing the provision of BLS emergency ambulance services, the standards set by the relevant state and federal agencies, and accepted industry standards. **All such inspections shall be conducted between the hours of 6 AM and 6 PM weekdays.**

3.4 Maintenance: All ambulances used by SERVICE PROVIDER to fulfill the terms and conditions of this Agreement shall be maintained in sound mechanical condition and will be cleaned and properly stocked with the usual necessary and appropriate equipment (including defibrillators) and supplies as to their purpose and need as further delineated in the Specifications which are a part of this Agreement.

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

3.6 Quality and Performance Guarantees: The SERVICE PROVIDER hereby guarantees that all equipment used in the performance of this Agreement shall meet all existing as well as future state and federal regulations governing the provision of Emergency BLS Ambulance Services. Should any of these requirements be changed during the term of this Agreement by any State or Federal agency with jurisdiction over Emergency BLS Ambulance Services, the SERVICE PROVIDER will take whatever action is required to comply with these new regulations. The cost of any such changes shall be born by the SERVICE PROVIDER unless the SERVICE PROVIDER can prove to the SASSA that the required changes significantly change the scope of the original specifications requiring substantial expenditure of unanticipated funds.

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

SECTION 4: COMPENSATION

Deleted for this bid specification dated February 14, 2017.

SECTION 5: QUALITY ASSURANCE

5.1 Quality Assurance Committee: The SASSA will serve as the Quality Assurance Committee. It will be the responsibility of the Quality Assurance Committee to review all Quality Assurance Reports provided by SERVICE PROVIDER and recommend reasonable modifications to the manner in which services are to be provided in order to assure that proper services are being rendered and to improve their quality if needed.

SECTION 6: TERM

6.1 Term: This Agreement shall be for a term of thirty-two months commencing on May 1, 2017 and terminating on December 31, 2019.

6.2 Early Termination: SERVICE PROVIDER agrees that if, during the term of this Agreement, (i), it fails to meet New Jersey State Department of Health licensing guidelines; or (ii) it fails to meet acceptable and proven standards of the industry; or (iii) it fails to comply with the terms and provisions of this agreement (which includes all component parts of the Request for Bids), after written notice and a failure to cure the problem within 30 days from receipt of said notice, the Agreement may be terminated by the Township of Bridgewater prior to the expiration of the term.

SERVICE PROVIDER agrees that if the actual cost of operations and/or revenue shortfalls in any year results in a 15 percent or greater increase in annual assessments over those of the prior year to participating municipalities, the Agreement may be terminated by the Township of Bridgewater prior to the expiration of the term with 60 days notice.

SERVICE PROVIDER agrees that if it fails to meet the response times set forth in these Special Conditions at least 90 percent of the time over any one month period, the Agreement may be terminated by the Township of Bridgewater prior to the expiration of the term.

SECTION 7: INSURANCE AND INDEMNIFICATION

7.1 Insurance: SERVICE PROVIDER agrees, that at all times throughout the duration of this Agreement, they will maintain General and Professional Liability Insurance with limits of \$3,000,000 per individual and \$5,000,000 per occurrence, naming TOWNSHIP OF BRIDGEWATER as additionally insured. SERVICE PROVIDER will provide TOWNSHIP OF BRIDGEWATER with a Certificate of Insurance evidencing such coverage during each year of this Agreement.

7.2 Indemnification by SERVICE PROVIDER: SERVICE PROVIDER hereby agrees to indemnify TOWNSHIP OF BRIDGEWATER, as well as SASSA and the participating municipalities, and to defend and hold them harmless from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of SERVICE PROVIDER, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement.

7.3 Limitation on liability of SERVICE PROVIDER: It is hereby agreed and understood that any responsibility or obligation on the part of SERVICE PROVIDER to provide Emergency Medical Services to the Township of Bridgewater and the participating SASSA municipalities is specifically and strictly limited to all calls for service initiated under this Agreement and the specifications governing the bid for services to be rendered.

SECTION 8: ARBITRATION

8.1 Arbitration: Any dispute or disagreement arising, directly or indirectly, out of or relating to, this Agreement, its performance or the breach thereof shall be submitted to the American Arbitration Association for arbitration in accordance with the Rule for Commercial Arbitration of the American Arbitration Association then in effect.

8.2 Binding Decision: The decision of the arbitration shall be exclusive, final and binding on the parties, their heirs, executors, administrators, successors and assigns. Any judgment upon any arbitration award may be entered in any court, Federal or State, having competent jurisdiction of the Parties.

8.3 Arbitration Costs: Each party to any arbitration dispute under this Agreement shall be responsible for their own cost, expenses and attorneys' fees

SECTION 9: GENERAL PROVISIONS

9.1 Notices: All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand or transmitted by facsimile (if followed by a copy by mail within three (3) business days) or if telegraphed or mailed by certified or registered mail:

To: TOWNSHIP OF BRIDGEWATER
100 Commons Way
Bridgewater, NJ 08807

With copy to:

SERVICE PROVIDER
SERVICE PROVIDER Address

9.2 Law Governing Jurisdiction: This Agreement shall be construed under and governed by the laws of the State of New Jersey and the parties hereto agree that any suit or action in law or in equity may only be brought in a court within the State of New Jersey and said court shall have sole and exclusive jurisdiction over the lawsuit.

9.3 Fees and Expenses: Each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

9.4 Entire Agreement: This Agreement is complete, and all promises, representations, understandings, and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by both the parties hereto, have been expressed herein. The agreement between the parties consists of 6 component parts as stated on the cover page of the specifications: general requirements / instructions to bidders; technical specifications; special conditions; this proposed contract; proposal; and miscellaneous document forms.

9.5 Amendment: This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the parties.

9.6 Assignability: This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of the parties hereto and their respective successors or assigns, but it shall not be assignable by SERVICE PROVIDER to another private company or any other entity without the prior written consent of TOWNSHIP OF BRIDGEWATER.

9.7 Waivers, Severability: The failure of either of the parties hereto to require the performance of a term or obligation under this Agreement or the waiver by either of the parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In case anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or enforceable provision or part of a provision had never been contained herein.

9.8 Section Headings: The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.