

TOWNSHIP OF PLUMSTED

OCEAN COUNTY

NEW JERSEY

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF DAILY 12-HOUR AND
24-HOUR BASIC LIFE SUPPORT EMERGENCY
MEDICAL RESPONSE AND TRANSPORTATION
SERVICES**

RESPONDENT: _____

ADDRESS: _____

TEL. NO.: _____

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PUBLIC NOTICE TO BIDDERS

EMS SERVICES

NOTICE IS HEREBY GIVEN that the Township of Plumsted (hereinafter, the "Township") is soliciting responses to a **Request for Proposals for the Provision of Daily 12-Hour and 24-Hour Basic Life Support Emergency Medical Response and Transportation Services.**

Sealed proposals will be received by the Township on January 5, 2022 at 11:00 am prevailing time at the Office of the Municipal Clerk, 121 Evergreen Road, New Egypt, New Jersey 08533, at which time and place, the responses to the Township's Request for Proposals for the Provision of Daily 12-Hour and 24-Hour Basic Life Support Emergency Medical Response and Transportation Services will be opened and read in public.

Specifications and other bid information are available electronically or in person. You may submit an email providing general information including: company name, address, contact person, and email address to municipalclerk@plumsted.org to request the electronic bid documents. Bid documents should be directly from the said email sender, and any bids made from documents provided second-hand are subject to rejection. They are also available at the Office of the Municipal Clerk, 121 Evergreen Rd, New Egypt, NJ 08533.

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

Jennifer Witham, RMC, CMR

Municipal Clerk

INTRODUCTION AND GENERAL INFORMATION

Introduction and Purpose.

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

Procurement Process and Schedule.

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

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

All communications concerning this RFP or the RFP process shall be directed to the Township's Designated Contact Person, in writing.

Designated Contact Person:

Jennifer Witham, RMC, CMR
Township of Plumsted
121 Evergreen Road
New Egypt, NJ 08533
609-758-2241
609-758-0123 (fax)
municipalclerk@plumsted.org

Proposals must be submitted to, and be received by, the Township, via mail or hand delivery, by 11:00 am prevailing time on January 5, 2022. Proposals will not be accepted by facsimile transmission or e-mail.

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

Conditions Applicable to RFP.

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

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Township reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Township reserves the right (in its sole judgment) to reject any Respondent that submits incomplete or conditional responses to this RFP, or a Proposal that is not responsive or contains errors.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

- All Proposals shall become the property of the Township and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.
- The Township may request Respondents to send representatives for interviews.
- The Township may waive any technical non-conformance with the terms of this RFP.
- The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFP.
- Neither the Township, Respondents, nor their respective staffs, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

SCOPE OF SERVICE

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

Please note: Plumsted Township had 767 EMS calls in the Year 2020.

Chapter 47A PROFESSIONAL SERVICE ENTITIES (CONTRACTOR PAY-TO-PLAY REFORM)

§ 47A-1. Definitions.

As used in this chapter:

- A. CAMPAIGN COMMITTEE — (i) Every candidate for the Township of Plumsted elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for Township of Plumsted elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for Township of Plumsted elective municipal office; (iv) every political party committee of the Township of Plumsted; (v) every political party committee of the County of Ocean; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the Township of Plumsted municipal or County of Ocean elective offices or Township of Plumsted municipal or County of Ocean political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.
- B. CONTRIBUTION — Has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- C. A CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES — All contracts for “professional services” and “extraordinary unspecifiable services” as such term is used in N.J.S.A. 40A:11-5.
- D. For purposes of this chapter, a “business entity” whose contributions are regulated by this chapter means: (i) an individual including the individual’s spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten percent (10%) or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand dollars (\$100,000.) in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an “affiliate” of a business entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

§ 47A-2. Prohibition on awarding public contracts to certain contributors.

- A. To the extent that it is not inconsistent with state or federal law, the Township of Plumsted and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "extraordinary unspecified services") from any business entity if such business entity has solicited or made any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the Township of Plumsted or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Township of Plumsted or County of Ocean political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Township of Plumsted municipal or County of Ocean elections and/or Township of Plumsted municipal or County of Ocean candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in Subsection C within one (1) calendar year immediately preceding the date of the contract or agreement.
- B. No business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Township of Plumsted or any of its departments or instrumentalities, for the rendition of professional services or extraordinary unspecified services shall knowingly solicit or make any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Township of Plumsted, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Township of Plumsted or County of Ocean political committee or political party committee, or (iii) any PAC between the time of first communication between that business entity and the municipality regarding a specific agreement for professional services or extraordinary unspecified services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- C. The monetary thresholds of this chapter are: (i) a maximum of \$300. per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500. per calendar year to any joint candidates committee for mayor or governing body, or \$300. per calendar year to a political committee or political party committee of the Township of Plumsted; (ii) \$500. maximum per calendar year to a County of Ocean political committee or political party committee; and (iii) \$500. maximum per calendar year to any PAC. However, for each

business entity party to a contract for professional or extraordinary unspecified services as defined in Subsection A, or engaged in negotiations for a contract defined in Subsection A, when such business entity's contribution is aggregated with all "persons" defined in Section 47A-1D of "Definitions" above, by virtue of their affiliation to that business entity party, a maximum of \$2,500. to all Township of Plumsted candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all Township of Plumsted or County of Ocean political committees and political party committees as described herein combined, without violating Subsection A. of this section.

D. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the Township of Plumsted Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or governing body, or (ii) the Mayor of the Township of Plumsted, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

E. Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this chapter, if the subcontractor would be disqualified by Subsection A. from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by Subsection A. from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this chapter.

(Ord. #2013-02 § 3)

§ 47A-3. Contributions made prior to the effective date.

No contribution or solicitation of contributions made prior to the effective date of this chapter shall be deemed to give rise to a violation of this chapter. (Ord. #2013-02 § 4)

Ordinance No. 2013-02, codified as Chapter 47A, was adopted November 6, 2013.

§ 47A-4. Contract renewal.

No contract subject to this chapter may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract. (Ord. #2013-02 § 5)

§ 47A-5. Contribution statement by business entity.

A. Prior to awarding any contract or agreement to procure professional services or extraordinary unspecified services from any business entity, the Township of Plumsted or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient

of said contract that he/she/it has not made a contribution in violation of Section 47A-2 of this chapter. The Township of Plumsted, its purchasing agents and departments shall be responsible for informing the Township of Plumsted that the aforementioned sworn statement has been received and that the business entity is not in violation of this ordinance, prior to awarding the contract or agreement.

B. A business entity shall have a continuing duty to report to the Township of Plumsted any contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The Township of Plumsted, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the business entity, or at the next Township Committee meeting following receipt of said report from the business entity, or whichever comes first.

C. The certification required under this section shall be made prior to entry into the contract or agreement with the Township of Plumsted, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

(Ord. #2013-02 § 6)

§ 47A-6. Return of excess contributions.

A business entity that is a party to a contract for professional services or extraordinary unspecified services may cure a violation of Section 47A-2 of this chapter, if, within thirty (30) days after the date on which the applicable ELEC report is published, said business entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution.

(Ord. #2013-02 § 7)

§ 47A-7. Exemptions.

The contribution limitations prior to entering into a contract in Section 47A-1A do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq. (Ord. #2013-02 § 8)

§ 47A-8. Penalty.

A. It shall be a material breach of the terms of a Township of Plumsted agreement or contract for professional services or extraordinary unspecified services when a business entity that is a party to such agreement or contract has: (i) made or solicited a contribution in violation of this chapter; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited

contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the Township of Plumsted or a holder of public office having ultimate responsibility for the award of a contract, or any Township of Plumsted or County of Ocean political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this chapter; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this chapter; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this chapter.

B. Furthermore, any business entity that violates Section 47A-6A (i-viii) shall be disqualified from eligibility for future Township of Plumsted contracts for a period of four (4) calendar years from the date of the violation.

C. Any person who knowingly, purposely, or recklessly violates any provision of this chapter, or who conspires with another person to violate any provision of this chapter, or who, with the purpose of promoting or facilitating a violation of this chapter, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the Township of Plumsted.

(Ord. #2013-02 § 9)

§ 47A-9. Citizens' private right of action.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this chapter, every person aggrieved by a violation of the chapter, or any taxpayer or resident of the Township of Plumsted has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this chapter in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this chapter. (Ord. #2013-02 § 10)

§ 47A-10. Severability.

If any provision of this chapter, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this chapter to the extent it can be given effect, or the application of such provision to persons or circumstances other than

those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this chapter are severable. (Ord. #2013-02 § 11)

§ 47A-11. Indexing.

The monetary thresholds of Section 47A-1, "Definitions," Subsection D. and Section 47A-2C. of this chapter shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the Philadelphia region, rounded to the nearest ten dollars (\$10.). The Clerk of the Township of Plumsted shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper. (Ord. #2013-02 § 12)

EXHIBIT A

PROJECT SPECIFICATIONS & FEE PROPOSAL

A-1 PERIOD OF CONTRACT

Term: The contract to be awarded by the Township under this RFP shall be for an initial term of one (1) year, unless terminated sooner as further described hereinbelow.

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

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

A-2 SCOPE OF WORK

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

Primary Ambulance: The successful Respondent shall maintain one (1) primary ambulance in a ready state to respond to emergency medical service ("EMS") calls received within the Township (1) from 6:00AM to 6:00PM every day of the year; and/or (2) 24 hours per day every day of the year.

Hours of Service: The successful Respondent shall respond to any and all requests for EMS within the Township (1) between 6:00 a.m. to 6:00 p.m. daily; and/or (2) 24-hours per day on a daily basis.

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

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

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

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

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

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

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

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

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

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

Vehicle Operators: Each ambulance supplied by the successful Respondent to provide EMS to the Township shall be staffed by two (2) certified Emergency Medical Technicians ("EMTs") with the minimum certification of EMT-B who shall be employed by the

successful Respondent and who are equipped with and trained in the use of Naloxone (Narcan), Epinephrine, and Continuous Positive Airway Pressure (CPAP) oxygen delivery device.

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

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

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

A-3 INSURANCE

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

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

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

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

A-4 DISCLOSURE REQUIREMENTS

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

A-5 FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

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

EXHIBIT B

RESPONSE SECTION

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

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

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

EXHIBIT C

DOCUMENT SUBMISSION CHECKLIST

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

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

Initial
each
item

Initial
each
item

√	Non-Collusion Affidavit – Exhibit C-1	
√	Disclosure of Ownership Exhibit C-2	
√	Affirmative Action Exhibit C-3	
√	American with Disabilities Exhibit C-4	
√	Disclosure of Iran Investment Activities Exhibit C-5	

√	Experience Sheet Exhibit C-6	

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

Certification of Insurance

_____√_____

Signed Contracts

_____√_____

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

Name of Respondent: _____

Signature: _____

EXHIBIT C-1

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

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

I am _____

of the firm of _____

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

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

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

Subscribed and sworn to _____

Before me this _____ day

Of _____ 20

(Also type or print name of affiant
under signature)

NOTARY PUBLIC OF

My Commission Expires _____

EXHIBIT C-2

DISCLOSURE OF OWNERSHIP

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

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

The Respondent is a Corporation ☐ Partnership ☐ Joint Venture ☐

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

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

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

THIS STATEMENT MUST BE INLCUDED WITH PROPOSAL SUBMISSION

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

Subscribed and sworn before me

This ____ day of _____ 20

(Notary Public)

My Commission expires:

Signature

Print Name

Title

(Corporate Seal)

EXHIBIT C-3

AFFIRMATIVE ACTION CERTIFICATION

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

1. A photocopy of a valid letter from the U.S. Department of Labor that the Respondent has an existing Federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
2. A photocopy of their approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction Respondents shall submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

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

The following questions must be answered by all Respondents:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

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

YES _____ NO _____

If yes, please submit a copy of such certificate.

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

COMPANY: _____
SIGNATURE: _____

TITLE: _____

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

EXHIBIT C-3

(Continued)

MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (Revised 1994)

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

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

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

The Respondent or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent or sub contractor, where applicable, will send to each labor union or workers' representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

EXHIBIT C-4

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Respondent and the Township of Plumsted (the "Township") do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event that the Respondent, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect and save harmless the Township, their agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Respondent shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Respondent agrees to a proposal by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incur any expense to cure a violation of the ADA which has been brought pursuant to their grievance procedure, the Respondent shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT C-5

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offeror: _____

PLEASE CHECK THE APPROPRIATE BOX:

PART 1: CERTIFICATION **BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

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

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone: _____

(Attach Additional Sheet if Necessary)

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

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

EXHIBIT C-6

EXPERIENCE SHEET

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

[illegible]

RESPONDENT

BY

TITLE