

AGREEMENT

R22-103

RESCUE SQUAD SERVICES
CONTRACT # MC-COM-0017-22

**12 months with option to renew four additional 12-months terms not to exceed a total of
60 months**

THIS AGREEMENT, made this 8th day of March, 2022, by and between the
Township of Franklin, Somerset County, New Jersey herein called "Township," and
RWJ Barnabas Health EMS Mobile Health. doing business at 126 Paterson Street, New
Brunswick, NJ 08901
hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned, to be made and performed by the **Township**, the **Contractor** hereby agrees with the
Township to commence and complete the work described as follows:

RESCUE SQUAD SERVICES
CONTRACT # MC-COM-0017-22

Hereinafter called the Project, for the furnishing and delivery of Rescue Squad Services (hereinafter "the Services") as set forth in "Schedule A", which is attached hereto and made a part hereof, under the terms as stated in the General Conditions and Detailed Specifications which are incorporated herein by reference; and the Contractor's own proper cost and expense to furnish all insurance, and other accessories and Services necessary to complete the Project as described in the General Conditions and Detailed Specifications, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract so that the Services shall be delivered to the Township no later than as directed by the General Conditions and Detailed Specifications, or at such later date directed by the Township.

Contractor agrees to pay the Township damages, based on actual cost, which may be incurred by Township for failure to provide the Services to the Township as required by the General Conditions and Detailed Specifications.

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

The parties to this Contract agree to incorporate into this Contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Subsection 3.4(a) of said regulations.

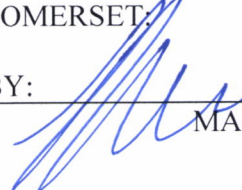
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original on the day first above mentioned.

ATTEST:


TOWNSHIP CLERK

FRANKLIN TOWNSHIP, COUNTY OF
SOMERSET

BY:


MAYOR

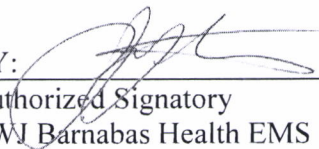
Signed, Sealed & Delivered in

the presence of

-or-

ATTEST:

LS

BY: 

Authorized Signatory

RWJ Barnabas Health EMS

126 Paterson Street, New Brunswick, NJ
08901

James F. Smith

Print Name

Vice President, Mobile Health

Print Title

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 clause.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SCHEDULE A

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET PROPOSAL COST FORM/SIGNATURE PAGE

RESCUE SQUAD SERVICES CONTRACT # MC-COM-0017-22

TO THE FRANKLIN TOWNSHIP COUNCIL:

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

Amount for all services as specified:

Amount Per Month \$ 0
Amount Per Month (words) Zero

Additional cost for a third (3rd) ambulance if needed, as noted in specifications:

Amount Per Month \$ 0
Amount Per Month (words) Zero

Hourly rate for standing by at special events:

Amount Per Hour \$ 150.00

The undersigned is a Corporation under the laws of the State of New Jersey having its

principal office at 379 Campus Drive, Somerset, NJ 08873

RWJ Health Network, inc

22-3420314

Company

Federal I.D. # or last 4 digits Social Security #

379 Campus Dr., Somerset, NJ 08873

Address

Signature of Authorized Agent

James P. Smith, Vice President of Mobile Health

Type or Print Name

732-690-7130

2/23/2023

Telephone Number

Date

James.Smith@rwjbh.org

Fax Number

Email Address