

AMENDED AS OF DECEMBER 15, 2021

TOWNSHIP OF GLOUCESTER

COUNTY OF CAMDEN, NEW JERSEY

REQUEST FOR PROPOSAL

FOR

EMERGENCY MEDICAL SERVICES

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

EMERGENCY MEDICAL SERVICES

BID SPECIFICATION NUMBER: _____

Will be received no later than 11:00 AM prevailing time on January 12, 2022 at the Municipal Building, 1261 Chews-Clementon Road, Laurel Springs, New Jersey 08021

PROPOSALS must be addressed to the **Township Council, P.O. Box 8, Blackwood, New Jersey, 08012** and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

EMERGENCY MEDICAL SERVICES

DO NOT OPEN UNTIL: January 12, 2022 @ 11:00AM

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk during normal business hours or from the Township website.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirement of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the Office of the Township Clerk, Municipal Complex, 1261 Chews-Clementon Road, Laurel Springs, New Jersey 08021

**TOWNSHIP OF GLOUCESTER
REQUEST FOR PROPOSALS
EMERGENCY MEDICAL SERVICES**

1. GENERAL OBJECTIVES

The Township of Gloucester is soliciting proposals from qualified emergency medical services (EMS) organizations to provide 24 hours per day, 7 days a week, 365 days per week, Basic Life Support (BLS) services to the citizens, workers, and visitors of Gloucester Township and the Borough of Pine Hill. The organization may be called upon to provide services in neighboring communities when available pursuant to the mutual aid agreements. The area of Gloucester Township is approximately twenty four (24) square miles with a population of approximately 66,000. The area of the Borough of Pine Hill is approximately 4 square miles with a population of approximately 10,500. The contract period will begin on April 8, 2022 at 00:01 hours and end on April 8, 2027 @ 24:00 hours. The vendor will be responsible for billing and collection as hereinafter described.

II. BASIC SERVICES

The vendor shall supply personnel, equipment, vehicles and supplies to provide BLS emergency ambulance service to transport any person who becomes injured or ill within the corporate limits of Gloucester Township and who requires emergency medical treatment or emergency transport to the hospital. Fuel may be purchased at the Gloucester Township Public Works facility by the vendor, the cost of said fuel shall be at the cost as purchased by Gloucester Township. The vendor may be called upon to provide said services to persons in neighboring municipalities with whom Gloucester Township and Pine Hill Borough has a mutual aid agreement, if they are available.

Basic Life Support (BLS) is defined as a basic level of pre-hospital care that includes patient stabilization, airway clearance and maintenance, cardiopulmonary resuscitation (CPR), hemorrhage control, initial wound care, fracture stabilization, victim extrication and other techniques and procedures approved by the New Jersey Department Health and Senior Services.

Vendor shall provide BLS services without regard to a person's ability to pay for the services. The vendor shall provide BLS emergency transport service on a twenty-four (24) hour a day, seven (7) days per week, 365 days per year basis to the closest appropriate medical treatment facility as dictated by the patient's condition. .

The vendor shall be the primary responder to any emergency dispatched for ambulance services. In the event of a major incident or dispatches involving multiple patients (3 or more), the vendor will provide an on-scene duty officer within a reasonable response time.

There is no minimum or maximum number of calls that will be received by the vendor.

The vendor will be expected to respond immediately to a dispatched call it receives for emergency services. The vendor shall be on the scene of the call as soon as safely possible. The vendor will be expected to maintain a record of the times of dispatch and on-scene arrival to report to Gloucester Township and Pine Hill Borough. Gloucester Township and Pine Hill Borough will be forwarded quarterly reports detailing the arrival and response times during the term of the contract to ensure that the residents are receiving the best possible service.

The vendor will be called upon to assist with fire stand-by calls, provide a supervisor for command posts, staff a dedicated BLS unit for community or special events in Gloucester Township or Pine Hill Borough, such as fireworks, community events, athletic events, or as defined Gloucester Township or Pine Hill Borough. The special events will not be a separately billed item but may require additional staffing.

III. VEHICLE COVERAGE AND STAFFING

The vendor will at a minimum provide sufficient vehicles, personnel and equipment to staff two (2) BLS licensed Transport capable ambulances 24 hours a day, 7 days per week, 365 days per year, including all holidays. Each ambulance shall be staffed with at least two (2) New Jersey certified emergency medical technicians. Additionally, the vendor shall provide a duty supervisor who is able to respond to major EMS incidents, fires, OEM incidents or police incidents when requested, within a reasonable response time, to help supervise, coordinate and manage EMS resources for such incidents.

Compliance with Applicable Law- The vendor shall comply with all applicable laws and regulations governing the provision of BLS emergency ambulance services, including but not limited to all employee licensing, training and education requirements. In addition, the vendor shall comply with applicable labor laws and/or Department of Health regulations pertaining to the amount of hours worked by any one person in a day. The vendor also agrees to comply with all state and local traffic laws and ordinances.

IV. MANAGEMENT AND PERSONNEL QUALIFICATIONS

Personnel Qualifications- Each Emergency Medical Technician shall hold current certifications from the New Jersey Department of Health as an Emergency Medical Technician and a current certification in CPR/Defibrillator. Drivers must hold a valid New Jersey driver's license. The vendor shall be solely responsible for the hiring of employees. In addition to the certifications, all ambulance staff shall be trained in the use of radio transmitting and receiving. The vendor shall offer in-service training programs to ambulance staff to assist its employees in keeping current their certifications and to assure the maintenance of BLS services of the highest quality. All EMS supervisors shall be trained at a minimum to the ICS-300 Level. Vendors shall provide documentation of training and continuing educations provided to its employees. The vendor shall also provide documentation of successful background investigations, including drug screening tests and fingerprinting for all personnel that will be assigned to work in Gloucester Township or Pine Hill Borough.

Uniforms - All ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to the uniform and work jacket, along with township's name.

The vendor is responsible for all operating expenses, including salaries, benefits, insurance etc. For the personnel assigned to work in the Township. It shall be expressly understood that the personnel assigned to the Township are employees of the vendor and not employees of the Township.

Mandatory Affirmative Action Compliance. No firm may be issued a contract unless it complies with affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. An affirmative action compliance notice, along with Exhibit A summarizing the full, required regulatory text are included for the vendor's acknowledgement and made part of the specifications.

American with Disabilities Act of 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read the Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of a contract awarded pursuant to this proposal. The vendor is obligated to comply with the Act and agrees to indemnify and hold the Township harmless against any actions, suits or claims resulting from the vendor's violation of the Act.

V. VEHICLES AND OTHER EQUIPMENT AND SUPPLIES

Radios and other equipment and supplies – The vendor shall be equipped with and maintain mobile radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines.

Maintenance, Replacement and Storage of Ambulance and other Equipment – The vendor shall be responsible for the maintenance, replacement and storage of its ambulances and other equipment necessary to perform services under this Agreement. The vendor EMS personnel furnished with the use of such equipment shall use due care and abide by all motor vehicle laws. Additionally, it will be the responsibility of the vendor EMTs to ensure that the ambulance vehicle and equipment is in proper working order before calls. The vendor EMS personnel shall be responsible for keeping the assigned vehicle clean and stocked with appropriate supplies.

The vendor ambulances will be housed and remain within Gloucester Township when on duty except when used in conjunction with a mutual aid call, or during transports to area hospitals. The ambulances on duty shall be housed in at least two separate geographic locations; one in the northern section, in the ambulance building located at 240 Stetser Avenue, and one in the southern section at the ambulance building at 1 Woodshire Drive in Gloucester Township. These buildings will be provided by the Township of Gloucester.

VI. QUALITY ASSURANCE

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

VII. BILLING

The vendor may bill patients (*soft billing*), Medicare, Medicaid or other insurances for the services that may be financially responsible for services it renders during the contract term. This includes non-transport assessments. The vendor shall comply with all State and Federal laws related thereto, including any regulations imposed by the Department of Health or related to Medicare/Medicaid. Uninsured consumers shall be provided charity or compassionate care or similar options to offset costs associated with services provided to them by the vendor. All related billing and collection efforts, expenses and liabilities associated therewith are the responsibility of the vendor. The Township is not responsible for any deficiencies suffered by the vendor for uncollected amounts from billing. The following information is provided as estimated historical data and reference only and does not represent or guarantee the type, nature or number of calls for service or transports to a medical facility. The call volume for Gloucester Township EMS calls for the past three (3) full years are as follows:

Gloucester Township

<u>YEAR</u>	<u>TOTAL CALLS</u>	<u>AVG # OF CALLS PER MONTH</u>	<u>AVG CALLS PER DAY</u>
2017	8,091	674	22
2018	8,226	686	23
2019	8,474	706	23
2020	8,379	698	23

Pine Hill Borough

<u>YEAR</u>	<u>TOTAL CALLS</u>	<u>AVG # OF CALLS PER MONTH</u>	<u>AVG CALLS PER DAY</u>
2017	2,633	219	7.2
2018	2,687	224	7.3
2019	2,742	229	7.5
2020	2,337	195	6.4

*These numbers provided as a guideline for vendors to estimate costs

VIII. RECORDS AND REPORTS, AUDITS

Gloucester Township will require that the successful vendor provide certain reports as described below to Gloucester Township and Pine Hill Borough. The vendor shall provide all reports to the Gloucester Township OEM Coordinator and the Pine Hill Administration of the Pine Hill Fire District. Said reports will be generated in an electronic form to Gloucester Township and Pine Hill Borough; however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.

The vendor shall provide to Gloucester Township a quarterly operating report by the 10th day of the months of April, July, October and January. The report shall be sent to the Township in an electronic format acceptable to the Township. The report shall contain the following information:

- a. Total number of BLS responses;
- b. The response time to BLS calls, identifying time of dispatch and time of arrival on scene;
- c. The number of incidents a BLS Unit was not available;
- d. The number of incidents when a mutual aid ambulance was called into Gloucester Township;
- e. The total number of calls where the patient was not transported;
- f. The total number of patient emergency transports;
- g. The total number of stand-by assignments, special events or other assistance to Gloucester Township.

The vendor shall also provide to Pine Hill Borough a quarterly operating report by the 10th day of the months of April, July, October and January. The report shall be sent to Pine Hill in an electronic format acceptable to the Borough. The report shall contain the following information:

- h. Total number of BLS responses;
- i. The response time to BLS calls, identifying time of dispatch and time of arrival on scene;
- j. The number of incidents a BLS Unit was not available;
- k. The number of incidents when a mutual aid ambulance was called into Pine Hill Borough;
- l. The total number of calls where the patient was not transported;
- m. The total number of patient emergency transports;
- n. The total number of stand-by assignments, special events or other assistance to Pine Hill Borough.

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

- a. The number of BLS calls for the three month period;
- b. Number of calls and associated dollar amounts considered uncollectible (if available to the vendor);

- c. Amount billed and amount received for BLS calls for the three month period, including the payer mix of collections.

The vendor shall provide a process for which to receive complaints about its service and also provide a written report, to Gloucester Township or Pine Hill Borough, of each complaint of service that was delivered by the vendor that the vendor receives. Said report shall state name, address, and telephone number of the complaint, nature of complaint, exact status of ambulance and personnel involved on behalf of the vendor. The vendor shall reply to all complaints of service received within one (1) week. If the vendor believes that the complaint is due to the actions of Gloucester Township / Pine Hill or its designee (rather than the Vendor), the vendor shall refer the complaint to the appropriate Business Administrator along with a copy of the initial complaint within one (1) week. All records and reports required to be prepared and maintained by the respondent shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement. Gloucester Township or Pine Hill Borough shall, upon two (2) days written notice, have the right to conduct periodic program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. Such audits and inspections shall occur during normal business hours. The Vendor shall receive a full copy of each report finding. The vendor agrees to cooperate fully with Gloucester Township and Pine Hill Borough in the monitoring of the Agreement.

Records maintained by the vendor in carrying out the terms of the contact shall remain property of the Township. Vendor will be required to comply with any privacy laws pertaining to medical records.

IX. PROPOSAL SUBMISSION- REQUIRED ITEMS

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all vendors adhere to the required response format. The Township of Gloucester requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each vendor in response to requirements. The Township of Gloucester is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the Township of Gloucester may determine the proposal to be unresponsive.

The proposal shall be submitted to the Township Clerk, 1261 Chews Landing Rd., P.O. Box 8, Blackwood, NJ, 08012 in envelopes marked "Proposal for EMS" no later than Wednesday, January 12, 2022 at 11:00 AM.

The Township is not responsible for late deliveries by the postal service or courier. No fax copies will be accepted. Vendors should submit at least six (6) copies of the proposal to the Township Clerk.

Each proposal submitted must address the areas described below.

- 1) Title Page
- 2) Table of Contents

- 3) Executive Summary (including cost), if any
- 4) Scope
- 5) Business and Background
- 6) Staffing
- 7) Assumptions
- 8) Timing
- 9) Appendices/Other

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

Title Page

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

Table of Contents

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

Executive Summary

This section should include a summary of the key points and highlights of the vendor's response and should discuss the pricing contained in the proposal.

Scope

In this section of the proposal, the vendor should state what they believe to be the scope of services to be provided to the Township of Gloucester. IF there are any gaps between what the vendor believes should be the proper scope given all information known at the time of this RFP, the vendor should clearly state these gaps in this section and clearly mark these concerns as such.

Business and Background

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

- 1) Identification of the parent company, services, organization and company goals. A stockholder disclosure statement in the form attached to this RFP shall be completed and executed;
- 2) Copy of the company's Annual Report;
- 3) Organizational Chart;
- 4) Brief biography of those involved in the management of the company;
- 5) Evidence of experience, capability and financial responsibility for providing basic life support emergency ambulance services to municipalities of similar size;

- 6) Evidence of adequate general liability, medical malpractice and worker's compensation insurance. Insurance requirements are as follows:
Comprehensive General Liability in the amount of \$2,000,000;
Medical Malpractice-Professional Liability in the amount of \$2,000,000;
Workers Compensation as required by statute to cover employees engaged in work under this contract;
Motor Vehicle Insurance in the amount of \$5,000,000.
The Township will be named as an additional insured with reference to the insurance and vendor agrees to execute a hold harmless provision in the agreement.
- 7) Copy of licenses issued by State of NJ Department of Health and Senior Services, Federal Communications Commission;
- 8) Copy of NJ State Business Registration Certificate;
- 9) Affirmative Action Compliance Certification;

Staffing

A discussion of the staffing that will be utilized should be contained in this section. The Township of Gloucester requests that as part of the discussion here, the vendor state exactly the role the proposed vendor team member will assume on this phase and detail the qualifications for the role that the team member possesses. This section should include resumes and required certifications and background documents for all proposed employees.

Assumptions

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

Timing

In this section, please describe the timing necessary for the vendor to commence performance.

Appendices/Other

Any additional information applicable to the required content which vendor feels will support their proposal may be included here. If vendors feel that other materials are necessary (such as promotional literature, etc), they may be included but may not be reviewed by the evaluators and will not be part of the official evaluation. All forms attached hereto shall be completed and submitted with the proposal.

X. PROPOSAL EVALUATION

Proposals will be reviewed for compliance with the terms and conditions of the RFP and awarded in accordance with the competitive contracting provisions of the Local Public Contracts Law. Any proposals not responsive to the RFP will be rejected.

There will be four areas of broad criteria by which proposals will be evaluated. Each criterion will be evaluated and the extent to which the criterion is met or exceeded will be assessed by the Township representatives from Administration/Legal.

1. Scope of services:

The proposal will be evaluated to determine whether the proposal meets the scope of services described in the request for proposal. Vendor's non-compliance with legal requirements shall constitute cause for rejection.

2. Vendor's Experience

Proposals will be evaluated to determine whether they include documentation (including references, and service level/response time reports) of successful operations in municipalities of similar size and density. Background and overall experience will be considered.

3. Qualifications of Personnel:

Through this project, Gloucester Township will be attempting to provide timely and efficient services to its residents. Resumes/qualifications of vendor personnel will be scrutinized to ensure this requirement is met. Proposals will be evaluated to determine whether the personnel team offered is adequately certified and trained. The vendor's methods for ensuring quality control will be taken into consideration.

4. Cost:

Cost will be a factor in determining the successful vendor, but the lowest proposal will not necessarily be award the contract. The proposal will be evaluated to determine whether the cost is appropriate to the project and whether it provides a value to the Township.

A report will be prepared which may include a list of the names of all vendors who submitted proposals summarizing each proposal, ranking vendors in order of evaluation, and recommendations for the selection of a vendor, indicating the reasons why the vendor was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

Any contract awarded will be made pursuant to N.J.S.A. 40A:11-4.1 et seq and N.J.A.C. 5:34-4.1 et seq (Competitive Contracting Law and Regulations).

The Township Committee will make the final decision to award the contract or reject all proposals if determined in the best interest of the Township.

XI. ADDITIONAL CONSIDERATIONS

It is anticipated that the services requested pursuant to this Proposal will commence on April 8, 2022 at 00:01. The Township Committee, in its sole discretion, will award a five year contract. Accordingly, the contract period will end on April 8, 2027 at 2400 hours or as the

Gloucester Township Committee shall determine. Continuation of this contract beyond the current fiscal year is contingent on the availability of funds in the following year's budget. In the event of the unavailability of funds, the Township reserves the right to cancel the contract.

The vendor understands that this request for proposal and its response will be incorporated into any contract entered between the parties. Should the vendor default in any terms of the agreement or as required in this RFP, the township may notify the vendor and allow thirty (3) days to cure the default. The Township shall, at its sole option be entitled to terminate the contract immediately upon notice to the vendor if the vendor fails to cure the default. Additional causes for cancellation of the contract shall be a) revocation or lapse of vendor's certifications and licenses required by the State; b) revocation or lapses of insurances required under the contract; c) maintaining false records; d) failure of the vendor to make timely responses to calls and/or failure to respond to a dispatch when available; e) any other non-compliance with the contact.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ **NO ADDENDA WERE RECEIVED**

Acknowledged for: _____

(Name of Contactor)

By: _____

(Signature of Authorized Representative)

Name: _____

Title: _____

**FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR PROPOSAL
SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS RFP ON THIS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR
REJECTION N.J.S.A. 40A:11-23.2.e**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

This form is a summary of the successful contractor's requirement to comply with the requirements of N.J.S.A. 10:5-3 1, et seq and N.J.A.C. 17:27 et seq.

The successful contractor shall submit to the public agency, after notification of the award, but prior to the execution of the contract, one of the following:

- 1. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program.**

OR

- 2. A photocopy of a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-;**

OR

- 3. A completed Employee information report (Form AA302) provided by the Division and distributed to a public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4).**

The successful vendor may obtain the Affirmative Action Employee Report (AA302) from the contracting unit during normal business hours.

The successful vendor must submit copies of the AA302 report to the Division of Contract Compliance and Equal Opportunity in Public Contracts (Division).

The undersigned certifies that he or she is aware of the commitment to comply with the requirements as set forth above and agrees to furnish the applicable forms.

The bid may be rejected as non-responsive if said contractor fails to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____

Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Goods, Professional services and general service contracts)

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

The contractor 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 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 clause:

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees place 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 worker's 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 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 form time to time or in accordance with a binding determination of the applicable 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 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 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 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).

EXHIBIT B

The contractor and the Township of Gloucester, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S 121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner,, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that nay approval by the owner of the services provided by the contractor pursuant to this contract will no 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 subcontractor 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 contactor 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

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

OR

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

Indicate the type of business organization:

- | | |
|-------------------------------------|-------------------------------------|
| _____ Partnership | _____ Corporation |
| _____ Limited Partnership | _____ Sole Proprietorship |
| _____ Subchapter C Corporation | _____ Limited Liability Corporation |
| _____ Limited Liability Partnership | |

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

<u>Stockholders</u>	<u>Addresses</u>
_____	_____
_____	_____
_____	_____
_____	_____

Subscribed and sworn before me

This ___ day of _____ 20

(Notary Public)

(Affiant)

My Commission expires: _____

(Print Name and Title)

PROPOSAL

The undersigned, a duly authorized representative of the hereinafter named bidder,
submits the following proposal:

Term

Amount Bid

Three year contract \$ _____ per year

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Name of Bidder: _____

STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (Chapter 25 List") further certify that I am the person listed above, or I am an officer complete the Certification below.

OR

I am unable to certify as above because the bidder and/or or more its subsidiaries or affiliates is listed on the Department's Chapter 26 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 the investment in Iran outlined above by completing the boxes below.

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

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state the foregoing information and any Part 1: hereto to the best of my knowledge are true and complete. I attest that I am authorized to execute the certification on behalf of the above referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the state to notify the State 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 constitute material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____