

**REQUEST FOR PROPOSAL FOR
BILLING SERVICES FOR EMS BILLING SERVICES**

TOWNSHIP OF MONROE

**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

MARCH 22, 2017

2:00PM

ADDRESS ALL PROPOSALS TO:

**TOWNSHIP OF MONROE
ATTN: SUSAN MCCORMICK, MUNICIPAL CLERK
125 VIRGINIA AVENUE
WILLIAMSTOWN, NJ 08094**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF MONROE
125 VIRGINA AVENUE
WILLIAMSTOWN, NJ 08094

CONTACT PERSON (S)

FRANK MCLAUGHLIN
EMS Supervisor
(856) 629-3301

KEVIN W. HEYDEL
Business Administrator
(856) 728-9800 Ext 202

PURPOSE OF REQUEST

The Township of Monroe is requesting proposals from qualified individuals and firms to provide Billing Services for Municipal EMS.

PERIOD OF CONTRACT

Three (3) year from date of award.

METHOD OF PAYMENT

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice and a properly executed voucher. After approval by the Township of Monroe, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a monthly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR**

1. **TOWNSHIP OF MONROE FACTS AND FIGURES** – Monroe Township is a legal, governmental entity. Its governing body consists of seven (7) Council Members. The Mayor is the Chief Executive and Administrative Officer.

The Township's population is approximately 36,129 and it consists of approximately 48 square miles of area.

2. **NATURE OF SERVICES** – The Township of Monroe is requesting proposals from qualified individuals and firms to provide Billing Services for Municipal Emergency Medical Services (EMS).

Proposer's should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the proposer's firm and the average number of employees over the past three years;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other Municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Township of Monroe may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance;
- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

- J. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Township's facilities;
- K. An Affirmative Action Statement (copy of form attached);
- L. A completed Non-Collusion Affidavit (copy of form attached);
- M. A completed Owner Disclosure Statement (copy of form attached);
- N. A statement that the proposer will comply with the General Terms and Conditions required by Township and enter into the Township of Monroe's standard Professional Services Contract;
- O. A copy of the proposer's Business Registration Statement.
- P. A representation that all services will be performed within the United States of America.

4. **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL** –

The proposer must demonstrate the ability to:

A. **SCOPE OF SERVICE**

- Electronically bill commercial insurers and Medicare/Medicaid for basic life support, emergency medical services, and other future services provided by the Township of Monroe; utilizing software compatible with emsCharts (or other electronic patient care reporting software as specified by the Township of Monroe, within two business days of receipt of electronic or paper run report. Open accounts will be invoiced at the date of data input or import as well as at 30, 60 and 90 days from the date of data input or import
- At 90 days, unpaid bills to insurers shall be researched, and should missing or inaccurate information be determined as the cause for non-payment, the vendor shall obtain and/or correct the information needed to submit a "clean" claim. As required during the contract period, by the Township of Monroe, the vendor will mail letters to solicit further information from patients when not enough information was previously acquired to submit a clean third party claim. Said letters will be developed by the contractor and subject to approval by the Township of Monroe before and during their use.
- The contractor will maintain its systems on an ongoing basis to be capable of submitting clean acceptable claims for all third party insurers insuring payment for Township of Monroe EMS patients.

- Deposit funds to Township of Monroe account within one business day of receipt.
- Pay all shipping costs of call sheets and all other documents or reports.
- Provide reports listed in attachment "A".
- Provide HIPPA compliance training as required to Emergency Medical Services (EMS) staff.
- The contractor will be capable and required to assume billing with the intervention of advance life support units if requested by the Township of Monroe during the contract period. This includes and requires that the vendor currently possess the capability of Medicare part-B billing and reporting.
- The contractor's authorized employee representative shall be available for weekly onsite visits with a representative of the Township of Monroe Emergency Medical Services at the Township of Monroe's administrative office to review receivable history and call processing.
- The contractor shall assume responsibility for processing and collection of all outstanding balances greater than 90 days old from the date of inception of this contract. The contractor shall further assure the orderly and timely importation of data from these prior transports into its reimbursement software system. Any costs for this importation shall be assumed by the contractor.
- The contractor acknowledges that all balances due for services rendered not received by the Township of Monroe's Emergency Medical Services more than 90 days after the initial date of service (the transportation date) may be subject to reassignment by a new contractor should a new contract for reimbursement services be executed.
- The contractor acknowledges that a written record of all account activity during the period of this contract must be furnished to the Township of Monroe, in a format agreed upon by the Township of Monroe, prior to the release of any final payments due to the contractor. This written record shall include, but not be limited to all open accounts and activity to date, all closed accounts and activity to date, and all outstanding balances per insurer and patient. Additionally, contractor will provide a written detail of all contacts with each patient and insurer. This record will be provided within 60 days of the expiration of this contract. The contractor will not attempt or perform any processing or collection of any claims on behalf of the Township of Monroe beyond 60 days of the expiration of this contract.
- The contractor shall receive hospital face sheets and Authorization of Benefits forms, signed by the patient or patient's authorized representative, either electronically or paper from hospitals or from Township of Monroe's EMS staff.

The contractor shall scan these documents and attach them electronically to the patient care report within emsCharts (or other electronic patient care reporting software as specified by the Township of Monroe).

- As applicable, the contractor may receive hospital face sheets and Authorization of Benefits sheets (in paper form), signed by the patient or patient's authorized representative, from EMS staff. The contractor shall scan these documents and attach them electronically to the patient care report within emsCharts (or other electronic patient care reporting software as specified by the Township of Monroe).
- Successful bidder shall have electronic access to local hospitals for patient demographic information and multiple years' experience with emsCharts.
- Successful bidder shall be responsible for all fees paid to emsCharts.
- Successful bidder shall be available for weekly onsite visits.

REQUIRED DOCUMENTATION OF QUALIFICATIONS

- Describe and list locations of all offices.
- List all staff, job title, and job description. Include vitae of all managers and supervisors.
- Describe and list IT and software specifications for equipment and software proposed to be utilized in the processing of Township of Monroe claims.
- Certify compatibility of billing software with emsCharts (or other electronic patient care reporting software as specified by the Township of Monroe).
- Provide true copy of Approval of Application for certification as a Third Party Billing Service and license issued pursuant to NJSA 17B:27B-1.
- Provide documentation of successful completion of an SSAE 16 audit (in compliance with the most recent ISAE 3402 standards) and a SAS70 audit for the 3 prior calendar years, completed by an independent certified public accountant (CPA) or firm.
- Provide documentation of active/current Certified Ambulance Coder certification (as provided by the National Academy of Ambulance Coding) for proposed vendor staff utilized in processing of MTEMS claims.
- Successful bidder shall have a minimum 3 years' experience in EMS billing to New Jersey (NJ) Medicaid and Medicare and provide a list of current clients for review by Monroe Township EMS Division.

- Provide documentation (Certificate of Insurance) indicating the following minimum insurance coverages for the proposed period of this contract, specifically including:
 - Commercial General Liability; \$2,000,000.00 aggregate, \$1,000,000.00 occurrence
 - Excess Liability; \$5,000,000.00 aggregate, \$5,000,000.00 occurrence
 - Professional Liability, \$7,000,000.00
 - Criminal Acts, \$7,000,000.00

COMPENSATION

- Vendor will receive a fixed percentage of all revenue received through insurance billings.
- Vendor will “write off” open accounts only upon written authorization of the Township of Monroe.

BONDING

- The successful bidder must obtain a commercial crime fidelity policy with a limit of \$500,000.00 and include employee theft and dishonest as well as computer fraud for the contract term naming the Township of Monroe as loss payee.

ATTACHMENT "A"

Reporting Module: Standard Reports are generated through all modules and custom reports are built according to Township of Monroe specifications.

Types of Standard Monthly Reports are:

- Billing Accounts Receivable Reconciliation Report (30/60/90 day status by claim and by insurer)
- NJ Quarterly Trip Statistic Report (not required if emsCharts is utilized)
- Pending (outgoing) Bills Report (claims awaiting complete and/or corrected patient information)
- Status Claims Report (status by individual claim)
- Medicare/Medicaid Report
- Open Accounts Report (by claim and by insurer)
- Closed Accounts Report (by claim)
- Patient Summary Report (by patient, not claim)
- Billing Receivables Report (by insurer and claim)
- Contractor Activity Report (MTEMS activity performed by contractor by date)
- Accounts Requested to be Referred to Collection Report
- ALS Billing to MICU Project
- Payer Mix (by month and YTD)
- Average days to payment (by insurer)
- Contractual Allowance (by claim and by insurer)
- Fee Waiver (by claim by month and YTD)

Electronic submission of requested report is acceptable and preferred.

5. **PAYMENT SCHEDULE:**

The services provided under this agreement shall be paid for monthly by the Township of Monroe payable after the services are completed and the invoice is submitted and approved by the Township of Monroe. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

6. **LICENSING:**

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the Township of Monroe a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Township of Monroe immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide Township of Monroe with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

7. **INDEMNIFICATION:**

The successful proposer shall be responsible for, shall keep, save and hold the Township of Monroe harmless from, and shall indemnify the Township of Monroe against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

8. **INSURANCE:**

The successful bidder shall have insurance in these or greater amounts:

General Liability

- \$1,000,000. Per Occurrence / \$2,000,000. Aggregate
- The Township of Monroe is to be named an "Additional Insured" under this policy.

Automobile

- \$1,000,000. Per Accident / \$2,000,000. Aggregate

Workers Compensation:

- Statutory Coverage for New Jersey
- Employers Liability

Bodily Injury by Accident: Bodily Injury by Disease: Bodily Injury by Disease:

- \$1,000,000 each Accident
- \$1,000,000 Policy Limit
- \$1,000,000 each Employee

Professional Liability

- \$1,000,000 Errors and Omissions each Claim

Crime

- \$500,000. Each Occurrence Employee Dishonesty

Cyber Liability

- \$1,000,000. Annual Aggregate

Successful bidder shall obtain surety in the amount of \$25,000. for the entire term of the contract.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the Township of Monroe, naming the Township of Monroe as an additional insured.

9. **APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

10. **INDEPENDENT CONTRACTOR STATUS"**

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Township of Monroe.

TERMINATION:

Any contract entered into by and between the Township of Monroe and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

- B. The Township of Monroe shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Township of Monroe shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.
- C. In the event the Township of Monroe ceases in performing the functions of Emergency Medical Services, the Township of Monroe shall have the right to terminate this agreement by providing sufficient notice (45 days) to the contractor/vendor.

Note: Supplemental information may be requested and an interview may be required.

- 12. **COST PROPOSAL** - Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Township of Monroe does not provide payment for, or reimbursement for travel expenses.
- 13. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Township of Monroe. However, the Township of Monroe may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.
- 14. **PROPOSAL EVALUATION** – The Township of Monroe will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Township of Monroe. The Township of Monroe may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Township of Monroe will make the award that is in the best interest of the Township of Monroe based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Township of Monroe reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Township of Monroe shall not be obligated to explain the results of the evaluation process to any proposer.

The Township of Monroe may require proposers to demonstrate any services described in their proposal prior to award.

15. **PROPOSAL LIMITATIONS** - This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township of Monroe by issuance of this RFP. The Township of Monroe reserves the right at the Township of Monroe's sole discretion to refuse any proposal submitted.
16. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Township of Monroe to the proposer in connection with this RFP shall remain the property of the Township of Monroe. When in tangible form, all copies of such information shall be returned to the Township of Monroe upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township of Monroe or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
17. **PROPRIETARY INFORMATION** - Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Township of Monroe. All materials submitted become the property of the Township of Monroe and may be returned only at the Township of Monroe's option.
18. **GENERAL TERMS AND CONDITIONS** -
 - A. The Township of Monroe reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Township of Monroe to do so.
 - B. In case of failure by the successful proposer, the Township of Monroe may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
 - C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Township of Monroe harmless from, shall indemnify and shall defend the Township of Monroe against any claim, loss, liability, expense

(specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Township of Monroe and subject to the Township of Monroe's standard procedures.
- G. The Township of Monroe is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. The contract shall be in effect for three (3) years from date of award unless otherwise stated.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Township of Monroe assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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 or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) 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; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K. All services shall be performed within the United State of America.
- L. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township of Monroe harmless in any case of any such infringement.
- N. No proposer shall influence, or attempt to influence or cause to be influenced, any Township of Monroe officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any Township of Monroe officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Monroe's Business Administrator's decision shall be final and conclusive.
- Q. The Township of Monroe shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Township of Monroe's Business Administrator no fewer than three (3) business days prior to the opening of the

proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.

- S. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

**INITIAL
BELOW**

- A. An original signed, (2) unbound signed copies and a CD Version of your complete proposal.

- B. Non-Collusion Affidavit properly notarized

- C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity.

- D. Authorized signatures on all forms.

- E. Business Registration Certificate(s) Must **be submitted prior to award**

Note: N.J.S.A 52:32-44 provides that the Township of Monroe shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY:

(NAME)

(TITLE)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township of Monroe employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Township of Monroe 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWNSHIP OF MONROE

SS:

I AM _____

OF THE FIRM OF

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE TOWNSHIP OF MONROE RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER.
(N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20 _____ .

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____

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STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

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.

Check which business entity applies:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Partnership Limited Liability Corporation

Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where incorporated: _____

Business Address:

Street Address City State Zip

Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock or classes, or who own 10% or greater interest therein.

Name Home Address

Name Home Address

Name Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

Sworn and subscribed before me this _____ day of _____ 20____