

REQUEST FOR PROPOSAL FOR  
EMS BILLING SERVICES

BOROUGH OF BUENA

SUBMISSION DEADLINE

AUGUST 4, 2017

ADDRESS ALL PROPOSALS TO:  
MARYANN CORALUZZO, BOROUGH CLERK  
616 CENTRAL AVENUE  
MINOTOLA, NJ 08341

**BOROUGH OF BUENA**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough of Buena, Atlantic County, New Jersey for "3<sup>rd</sup> PARTY EMS BILLING". Proposals are to be opened and read in public at Borough Hall, located at 616 Central Avenue, Minotola, New Jersey on August 4, 2017 at 2:01 p.m. Local Time.**

**Specification may be obtained from the Borough Clerk's Office, 616 Central Avenue, Minotola, New Jersey, 08341 office hours are Monday-Friday 8:30 AM to 4:00 PM. We cannot be responsible for bids not arriving to you on time. Bids must be on the Standard Proposal form contained in the Specifications and must be enclosed in a sealed envelope and plainly marked: "3<sup>rd</sup> PARTY EMS BILLING" bearing the name and address of the Bidder on the outside.**

**Each proposal shall be accompanied by a certified check, cashier's check or bid bond in the amount not less than ten percent (10%) of the amount bid for the FIRST year but in no case in excess of \$20,000.00.**

**During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.**

**The Borough of Buena reserves the right to reject any or all Proposals and to waive any informalities in the bids received.**

**By order of the Borough Council of the Borough of Buena, Atlantic County, New Jersey.**

**In accordance with the "Open Public Meetings Law" P.L. 1975, Chapter 231, this meeting is published and the public may attend.**

**By: Maryann Coraluzzo, Borough Clerk**

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING PROPOSAL**

**BOROUGH OF BUENA**

**616 CENTRAL AVENUE**

**MINOTOLA, NJ 08341**

**CONTACT PERSON**

**Maryann Coraluzzo, Borough Clerk**

**Borough of Buena**

**616 CENTRAL AVENUE**

**MINOTOLA, NJ 08341**

**PURPOSE OF REQUEST**

The Borough of Buena is requesting proposals from qualified individuals and firms to provide EMS Billing Services.

**PERIOD OF CONTRACT**

One year from date of award with two (2) additional one (1) year extensions.

**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 Borough of Buena, the payment voucher shall be placed in line for prompt payment.

**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. **BOROUGH OF BUENA FACTS AND FIGURES** – Borough of Buena is a legal, governmental entity. Its governing body consists of seven council members.

According to the 2015 census, the year round population is approximately 3,749 and consists of approximately 7 square miles of area.

2. **NATURE OF SERVICES** – The Borough of Buena is requesting proposals from qualified individuals and firms to provide EMS Billing Services.

Proposers 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 or the term of the existence of the proposer, whichever is greater. This should include other Borough of Buena governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Borough 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 <sup>4</sup> or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers’ Compensation and Employers’ 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 Borough’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 the Borough and enter into the Borough of Buena’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 State of America.

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

##### A. SCOPE OF SERVICE

- . Electronically bill insurers and Medicare/Medicaid in accordance with their requirements. This shall include the capability of receiving electronic data by transmission of said data in a standard output format as well as the proposer's own access to a common EMS electronic record program selected by the Borough should the Borough move toward electronic patient care reporting.  
For basic life support, emergency medical services, within two business days of receipt of electronic or paper run report. Open Accounts will be invoiced at 30, 60 and 90 days.
- . 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.
- . Deposit funds to Borough of Buena 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" (page 6)
- . Provide HIPPA compliance training as required to EMS staff **and comply with all HIPPA Laws.**

Provide a telephone number for all patient questions regarding billing that is free of charge to anyone calling from Buena Borough and be available during normal working hours to provide information and guidance to patients and their representatives.

The proposer is required to maintain SAS 70/SSAE 16 complaint audits during the term of the agreement. On completion of the audit during the contract period, a copy of the audit report will be submitted to the Business Administrator.

- . The contractor will be capable and required to assume billing with the intervention of advance life support units if requested by the Borough of Buena during the contract period. This includes and requires that the vendor currently possess the capability of Medicare part-B billing and reporting. As required during the contract period, by the Borough of Buena Emergency Medical Service, the vendor will mail special 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 Borough of Buena 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 Borough of Buena EMS patients.
- . The contractor's authorized employee representative shall be available for weekly onsite visits with a representative of the Borough of Buena Emergency Medical Services at the Borough of Buena 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. No further collection activities shall be attempted

upon uninsured Buena Borough Residents. The proposer shall supply sufficient documentation to support uncompensated care write offs if requested by the Borough.

. The contractor acknowledges that all balances due for services rendered not received by Borough of Buena Emergency Medical Service 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 Borough of Buena, in a format agreed upon by the Borough of Buena, 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 Borough of Buena beyond 60 days of the expiration of this contract.

. The contractor shall receive hospital face sheets and (paper) Authorization of Benefits sheets, signed by the patient or patient's authorized representative, from the Borough of Buena EMS staff. The contractor shall scan these documents and attach them electronically to the patient care report.

#### **QUALIFICATIONS**

- . Describe and list locations of all offices.
- . List all staff, job title, and job description. Include vitae of all managers and supervisors.
- . Successful bidder shall have NJ State certified ambulance coders and a certified compliance officer on staff.
- . IT and software specifications.
- . Successful bidder shall have electronic access to local hospitals for patient demographic information and multiple years' experience with EMS Charts.
- . Successful bidder shall be responsible for all fees paid to EMS Charts.
- . Provide true copy of Approval of Application for certification as a Third Party Billing Service and License issued pursuant to NJSA 17B:27B-1.
- . Successful bidder shall have a minimum 3 years of experience in EMS billing to NJ Medicaid and Medicare and provide a list of current clients for review by the Borough of Buena EMS Department.
- . Provide documentation of successful completion of an SSAE16 audit for the 3 prior calendar years, completed by an independent certified public accountant (CPA) or firm.
- . Successful bidder shall be available for weekly onsite visits.

#### **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 Borough of Buena.

## **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 Borough of Buena as loss payee.

## **ATTACHMENT "A"**

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

Types of Standard Reports are:

Billing A/R Reconciliation Report

Open Accounts Report

Closed Accounts Report

Patient Summary Report

Billing Receivables Report

Collection Report

ALS Billing to Hospitals

### **5. PAYMENT SCHEDULE:**

The services provided under this agreement shall be paid for monthly by the Borough of Buena, payable after the services are completed and the invoice is submitted and approved by the Borough of Buena. 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 Borough of Buena 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 Borough of Buena 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 Borough of Buena 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 Borough of Buena harmless from, and shall indemnify the Borough of Buena 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 Borough of Buena is to be named as an "Additional Insured" under this policy

Automobile

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

Workers Compensation:

A. Statutory Coverage for New Jersey

B. Employers Liability

Bodily Injury by Accident: \$1,000,000 each Accident

Bodily Injury by Disease: \$1,000,000 Policy Limit

Bodily Injury by Disease: \$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 Borough of Buena, naming the Borough of Buena 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 Borough of Buena.



## **11. TERMINATION:**

Any contract entered into by and between the Borough of Buena 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 Borough of Buena 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 Borough of Buena shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

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 Borough of Buena does not provide payment for or reimbursement for travel expenses.

**DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Borough of Buena. However, the Borough of Buena 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. No oral interpretation and/or clarification of the meaning of the specifications for any goods or services will be made to any proposer. Such requests shall be in writing, addressed to the Clerk/Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the proposal. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective proposers. All addenda so issued shall become part of the specifications and documents and shall be acknowledged by the proposer. The Borough's interpretation or corrections thereof shall be final.

13. **PROPOSAL EVALUATION** – Borough of Buena will select the most advantageous proposal based on all the evaluation factors set forth at the end of this RFP. However, cost is important to the Borough of Buena. The Borough of Buena may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The borough of Buena will make the award that is in the best interest of the Borough of Buena 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 Borough of Buena 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 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 Borough of Buena shall not be obligated to explain the results of the evaluation process to any proposer.

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

14. **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 Borough of Buena’s sole discretion to refuse any proposal submitted.
15. **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 Borough of Buena to the proposer in connection with this RFP shall remain the property of the borough of Buena. When in tangible form, all copies of such information shall be returned to the Borough of Buena 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 Borough of Buena 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.

16. **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 Borough of Buena. All materials submitted become the property of the Borough of Buena and may be returned only at the Borough’s option.

**17. GENERAL TERMS AND CONDITIONS –**

- A. The Borough reserves the right to reject any or all proposals, if necessary, or to waive any informality 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 Borough to do so.
- B. In case of failure by the successful proposer, the Borough of Buena 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 Borough of Buena harmless from, shall indemnify and shall defend the Borough of Buena 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 Borough of Buena and subject to Council Approval.
- G. The Borough of Buena 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 one (1) year from date of award unless otherwise state.
- 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 Borough 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 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 Borough harmless in any case of any such infringement.
- N. No proposer shall influence, or attempt to influence or cause to be influenced, any borough officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any borough 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 Borough of Buena purchasing agent's decision shall be final and conclusive.
- Q. The Borough of Buena 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 writhing with the Borough of Buena Purchasing Department 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**

**BID PROPOSAL FORM**

**TO: MAYOR AND COUNCIL**

**BOROUGH OF BUENA, NJ**

**The undersigned hereby declares that they have examined the Specifications for:**

**EMS BILLING SERVICE**

**And having examined the Specifications offer the following bid:**

**NOTE: Any exceptions to the specifications must be noted at time of bid.**

**AMOUNT OF BID**

**FIRST YEAR – \_\_\_\_\_**

**OPTION 1 – AMOUNT BID**

**SECOND YEAR – \_\_\_\_\_**

**OPTION 2 – AMOUNT OF BID**

**THIRD YEAR – \_\_\_\_\_**

**COMPANY NAME: \_\_\_\_\_**

**NAME: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**BASIS OF AWARD**

**(To be completed by Borough of Buena evaluation committee)**

**(100 Point total will be used to determine the Award)**

**The Borough will select the vendor deemed most advantageous to the Borough, based on price and other factors considered.**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any Supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
<b>A. Proposal contains all required check list information</b> _____ points	
<b>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</b> _____ points	
<b>C. Relevance and extent of Similar Engagements performed</b> _____ points	
<b>D. Plan for performing engagement is realistic, thorough, and demonstrates Knowledge of requirements and personnel availability</b> _____ points	
<b>E. Reasonableness of Cost Proposal</b> _____ points	
<b>TOTALS</b>	

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOU PROPOSAL:**

Please initial below, indicating that your proposal includes the itemized document.

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

- A. An original with Five-(5) signed copies 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 Certification **Must be submitted prior to award** \_\_\_\_\_

Note: N.J.S.A. 52:32-44 provides that the Borough of Buena 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 LIST REQUIREMENTS.**

**NAME OF PROPOSER:**

\_\_\_\_\_

**Person, Firm or Corporation**

\_\_\_\_\_

BY: (NAME) (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 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, promotion, 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 Americans with Disabilities Act.

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.**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

BOROUGH OF BUENA

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 BOROUGH OF BUENA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID 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 OR 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: \_\_\_\_\_ 20 \_\_\_\_\_

**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 Corporation | _____ Limited Liability Partnership | _____ Limited Liability   |
| _____ Subchapter S Corporation        | _____ Other _____                   |                           |

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

**Date Incorporated:** \_\_\_\_\_ **Where incorporated:** \_\_\_\_\_

**Business Address:**

_____	_____	_____	_____
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

_____	_____	_____
<b>Telephone #</b>	<b>Fax#</b>	<b>Email Address</b>

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

_____	_____
<b>Name</b>	<b>Home Address</b>

_____	_____
<b>Name</b>	<b>Home Address</b>

_____	_____
<b>Name</b>	<b>Home Address</b>

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: YES \_\_\_\_\_ NO \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn and subscribed

Before me this \_\_\_\_\_

Day of \_\_\_\_\_ 20 \_\_\_\_\_

**CONTRACT OF AWARD**

This agreement made the \_\_\_\_\_ day of, \_\_\_\_\_ in the year \_\_\_\_\_

Between the Borough of Buena, Atlantic County, New Jersey, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_ party of the second part.

WITNESSETH, That the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all work and labor required to be furnished and delivered, done and performed in and about the

\_\_\_\_\_

In strict conformity with the specifications hereto annexed and which said specifications are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement. The party of the second part agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants, and each and every one of them against and from all suits and costs of every name and description, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the said party of the second part, its agents, employees, representatives or any other entity or person acting on the party of the second parts behalf, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents, or any other person or entity acting on his behalf. In consideration of the promise herein contained the party of the first part agrees to pay the party of the second part for said work, when completed in accordance with said specifications, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), payment to be made as provided in said specifications upon the terms set forth in the annexed specifications. This contract is to be binding upon the party of the first part, its successors or assigns, and upon the party of the second part \_\_\_\_\_ and its successors. IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Presiding Officer and its corporate seal to be hereto affixed, pursuant to a resolution of said party of the first part passed for that purpose, and the party of the second part has set its hand and seal the day and year first above written.

ATTEST: \_\_\_\_\_

BOROUGH CLERK

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CONTRACTOR'S NAME

---

CONTRACTOR'S SIGNATURE