

FIRE DISTRICT NO. 3
TOWNSHIP OF HANOVER, COUNTY OF MORRIS
STATE OF NEW JERSEY

REQUEST FOR PROPOSAL

**THIRD PARTY BILLING FOR
EMERGENCY MEDICAL SERVICES**

SUBMISSION DATE:

THURSDAY, SEPTEMBER 10, 2020

11:00 A.M.

Publish: Thursday, August 27, 2020

**FIRE DISTRICT NO. 3
TOWNSHIP OF HANOVER, COUNTY OF MORRIS**

LEGAL NOTICE

NOTICE TO BIDDERS-SEALED PROPOSALS FOR:

THIRD PARTY BILLING FOR EMERGENCY MEDICAL SERVICES (EMS)

will be received by the Board of Fire Commissioners of Hanover Township Fire District No. 3 in the Commissioners' Meeting Room, 82 Ridgedale Avenue, Cedar Knolls, New Jersey 07927, on Thursday, September 10, 2020, at 11:00 A.M., prevailing time, at which time and place they will be publicly opened and read aloud. Bids must be received by the Board of Fire Commissioners on or before the time and date of the bid opening. No bids will be accepted after said hour. Bids sent through the U.S. Postal Service or other delivery service are done so at the bidder's own risk. ALL DOCUMENTS MUST BE ORIGINAL; ELECTRONIC MAIL, FACSIMILE OR PHOTO COPIES ARE NOT ACCEPTABLE.

Specifications and bid proposal forms may be obtained at the Commissioners' Meeting Room, 82 Ridgedale Avenue, Cedar Knolls, New Jersey 07927 between the hours of 8:00 A.M. and 4:00 P.M. daily except Saturdays, Sundays and Holidays. Bids or proposals shall be made on the forms provided.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. In addition, bidders must also comply with the following New Jersey Statutes:

P.L. 1977, Chapter 33 (Statement of Ownership)
N.J.S.A.40A:11-18 (American Goods and Products to be Used Where Possible)
N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act)

Bid proposals must be placed in a sealed envelope addressed to the Board of Fire Commissioners, Hanover Township Fire District No. 3, PO Box 511, 82 Ridgedale Avenue, Cedar Knolls, New Jersey 07927-0511 and marked **plainly on the outside with the bid description " Third-Party EMS Billing"** and the name and address of the bidder marked clearly on the outside of the envelope.

The Board of Fire Commissioners of Hanover Township Fire District No. 3 reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposals received and to accept the bid which is in the best interests of the Fire District. The Fire District further reserves the right to consider all bids for sixty (60) days after the bid opening before awarding a contract

Thomas A. Quirk, Jr.
Secretary

HANOVER TOWNSHIP FIRE DISTRICT NO. 3

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

BID PACKAGE

All pages in this bid package shall returned. The Bid Package shall not have pages separated. An original Bid Package shall be provided to the Fire District, and additional supporting documents shall be attached to same.

PROPOSAL

All proposals must be submitted on the Proposal Forms furnished herein. All papers bound with or attached to the Proposal are a necessary part thereof and shall not be detached or altered. Bidder must submit a street address on their proposals.

INSURANCE AND INDEMNIFICATION

1. Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in full force during the life of this contract by the vendor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C 12:123-1.6. Minimum Employer's Liability is \$1,000,000.00 for each accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the vendor.

2. Certificates of the Required Insurance when and as needed:

- A) Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability of \$1,000,000.00 per occurrence, \$2,000,000 aggregate; Auto Liability of \$1,000,000 per occurrence, \$2,000,000.00 aggregate; Professional Liability of \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate; Cyber Liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and minimum Excess Liability of \$5,000,000.00
- B) Such coverage shall be from acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Fire District as an additional insured.
- C) Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

3. Indemnification:

Successful vendor shall indemnify and hold harmless the Fire District from all claims, suits or actions and damages of every name and description to which the Fire District may be subjected or put by reason of injury to the person or property of another, or the property of the Fire District, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

BASIS OF AWARD

The Fire District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Fire District all such information and data for this purpose as the Fire District may request. The Fire District reserves the right to reject any proposal if the evidence submitted by or investigation of the bidder to successfully complete the work contemplated therein or has previously failed to properly perform or complete on time any contract.

RIGHT TO REJECT PROPOSALS

The Fire District reserves the right to reject any or all proposals or to accept the proposal which in its judgment will be for the best interest of the Fire District. NOTE: Where quantities are noted, these are estimated only and the Fire District reserves the right to increase, diminish, or eliminate any or all of the bid items.

ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Fire District will accept one of the bids on the contract for which bids have been received or will reject all proposals on the contract. Acceptance of the bid and Notice of Award will be in writing signed by an officer of the Fire District and mailed to the address designated in the Proposal. The notice shall contain appropriate instructions and information as to the execution of the contract. The successful bidder or his duly authorized representative shall execute the contract and furnish the required certificates of insurance.

FAILURE TO EXECUTE CONTRACT

If the successful bidder shall fail to furnish the certificate of insurance and to execute the contract in accordance with instructions contained in the Notice of Award, they shall be deemed to have refused to enter into the contract and to have waived all claim to the work and he shall pay the Fire District all damages sustained by the Fire District as a consequence of their failure to enter into the contract including, but without limiting the generality of the foregoing, all loss from delay and interference with the Fire District's program and the difference between the amount of the successful bidder's proposal and the amount for which the Fire District may contract with another to perform the work covered by said proposal, if the latter be in excess of the former.

FEDERAL AND STATE LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations and codes, of all authorities having jurisdiction over work in the locality of the project shall apply to the contract throughout and they are deemed to be included herein the same as though herein written. The Hanover Township Fire District No. 3 is a political subdivision of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a) (1) of the New Jersey Sales and Use Tax Act (P.L. 1966, c.30 and c.53).

BUSINESS REGISTRATION CERTIFICATE

Chapter 57, P.L. 2004 requires that all business organizations (except non-profit entities and other government agencies) that do business with a public entity must provide a copy of its Business

Registration Certificate issued by the New Jersey Department of the Treasury (Division of Revenue) prior to the issuance of a contract and/or purchase order. A business registration form may be obtained by calling the New Jersey Department of the Treasury at 609-292-1730, by writing to the Division at: Client Registration Bureau, P.O. Box 252, Trenton, NJ 08646-0252 or online at: www.nj.gov/treasury/revenue/taxreg.htm. The Business Registration Certificate must be submitted with your bid.

ADDITIONAL INFORMATION FOR BIDDERS

A. CONTRACT AWARD

Proposals will be evaluated by the Fire District on the basis of the most advantageous, price and other relevant factors considered. The evaluation will consider cost to the Fire District, experience and reputation in the field, the services to be performed under the contract and other factors demonstrated to be in the best interests of the Fire District. In any event, the Fire District reserves the right to award the contract in its best interest at its sole discretion.

B. CONTRACT PERIOD

The contract shall be awarded for a period of 12 consecutive months. Pursuant to N.J.S.A. 40A:11-15, the Fire District re

serves the right to extend this contract for no more than one two-year or two one-year extensions. Such extensions shall be awarded upon a finding that the services are being performed in an effective and efficient manner.

C. FORM OF CONTRACT

The form of contract shall be submitted by the Fire District to the successful vendor. Terms of the specifications/proposal package shall prevail.

D. TERMINATION OF CONTRACT

If the successful vendor shall fail to fulfill in a timely and proper manner obligations under this contract or if the vendor shall violate any of the requirements of the notice to the vendor of such termination and specifying the effective date of termination, such termination shall relieve the Fire District of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Fire District will pay only for goods and services accepted prior to termination. Notwithstanding the above, the vendor shall not be relieved of liability to the Fire District for damages sustained by the Fire District by virtue of any breach of the contract by the vendor and the Fire District may withhold any payments to the vendor for the purpose of compensation until such time as the exact amount of the damage due the Fire District from the vendor is determined. In case of default by the successful vendor, the Fire District may procure the goods and services from other sources and hold the successful vendor responsible for any excess cost. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Fire District reserves the right to cancel this contract. The vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Fire District.

E. RESPONSIBLE VENDOR

The Fire District shall determine whether a vendor is “responsible” in accordance with N.J.S.A. 40A:11-6.1. The proposal of any vendor that is not “responsible” shall be rejected. No contract will be awarded to any vendor who has an unsatisfactory performance record or adequate experience, or who lacks the necessary capital, organization and equipment to conduct and the complete the services in strict accordance with these specifications.

F. EXCEPTIONS

If necessary, list any exceptions on additional papers. Vendor exceptions must be formally accepted by the Fire District. The Fire District reserves the right to reject any proposal which is deemed not to be in conformance with these specifications.

G. PAYMENT

No payment will be made unless duly authorized by the Fire District’s authorized representative and accompanied by proper documentation. Payment will be made in accordance with the Fire District’s policy and procedures.

H. QUESTIONS

Questions regarding the bid specifications can be addressed to the District’s Administrator at (973) 267-5659 Ext. 118. Please note that all oral interpretations are non-binding. Formal interpretations must be requested and responded to, in writing.

SCOPE OF SERVICES

Third Party Billing for Ambulance Services for EMS

These specifications outline the requirements for a vendor to provide patient billing services for people transported by the Hanover Township Fire District No. 3 EMS personnel. The Fire District is only interested in obtaining payment from the user's insurance company. We do not seek co-pays or deductibles from the Fire District No. 3 residents who are transported. The Fire District will not charge a resident that is not covered by insurance. It is the Fire District's intention not to be involved with any of the day to day billing and collection process.

The proposal package consists of three parts: 1) Specifications 2) General Conditions for submissions and 3) Proposal Documents and Checklist.

These specifications may not contain all of the processes or requirements necessary to accomplish third party billing. Each vendor should provide those services which, in their opinion, are required to provide a complete billing service for the Fire District thereby fulfilling the intent of these specifications. If any of the requirements contained in these specifications is contrary to standard procedures for third party billing services, the vendor must seek a clarification from the Fire District of the specifications as written and file a letter stating their reservations over any unusual requirements.

Any questions can be directed to James Schultz, Administrator at 973-267-5659 Extension 118. Questions must be received at least five (5) business days before the scheduled proposal opening to be considered.

District Responsibilities

The Fire District shall supply to the successful vendor a completed ambulance incident report within three (3) calendar days of the provision of ambulance services, or as is consistent with any State guidelines. The Fire District will provide all required documentation to make the necessary banking arrangements with the successful vendor.

Vendor Selection

The Fire District shall select the "lowest and most qualified, responsive vendor" to perform this billing and collection service based upon the received documents and an evaluation of the collection ratios the vendor has achieved in other communities where the vendor provides a similar service, and an evaluation of the facilities, customer relation practices and experience and qualification of the vendor.

To be considered for this contract, a vendor must provide references for billing and collection services for at least seven (7) New Jersey EMS, governmental or non-profit agencies in the past seven (7) years, including experience in EMS billing to NJ Medicaid and Medicare for both emergency and non-emergency transports. In each of these cases the vendor must have supplied these services for at least three (3) years. As a part of the bid, the vendor shall provide the names and addresses of references from these seven (7) agencies. A summary of the billing and collection history for these agencies must be provided including a copy of their standard invoice and explanatory information.

The vendor shall have an office in New Jersey. The vendor shall provide information on the number of employees available for billing and follow up notices on behalf of the Fire District. The Fire District shall reserve the right to disqualify a vendor if it determines that it has had prior negative experience with that vendor.

Vendor Responsibilities

- 1) The Vendor shall supply the Fire District with electronic patient care record-keeping devices and software that will be utilized by all emergency medical service personnel. These devices and software shall comply with all federal and state statutes, regulations and guidelines. All software shall be compliant with the District's current EMS reporting (EMS Charts)
 - A) The vendor shall supply training to members of the District, including but not limited to the use of electronic record-keeping devices, programs utilized in the recording of patient records and requirements for data entry in such programs.
- 2) Vendor shall review patient care forms within three (3) working days of receipt. After review, the forms are either processed for billing, the appropriate insurance provider, or returned to the Fire District for further information or clarification.
 - A) The initial billing shall be sent to the insurance provider, with an advice copy to the patient. If the insurance provider name or address is not obtained at the time of the service, vendor shall obtain this information by any means necessary. The vendor is responsible for maintaining accurate information concerning the claim processing address and procedures for all insurance providers licensed to do business in New Jersey.
 - B) Residents of Fire District No. 3, so indicated on patient care reports, may be sent requests for insurance information when said is incomplete or missing, or requests for any applicable insurance co-payments as required by their insurance carrier contract. Residents of Fire District No. 3 shall not be '*balance billed*'. The content of any correspondence shall be approved by the Fire District.
 - C) Non-Residents shall be sent requests for insurance information when said information is incomplete is missing. Non-Residents shall also be sent bills for any outstanding balances after insurance payments, or in the event of self-pay. The content of any correspondence shall be approved by the Fire District.
 - D) Any Non-Resident who remains delinquent after the billing agency's attempts to collect any outstanding funds shall be forwarded to collections.
 - E) If Applicable: The vendor shall forward any delinquent accounts to the Fire District's appointed collection agency, and shall record such activity so as to be reported to the Fire District.
- 3) The Fire District shall retain the ownership rights to all records and reports that are utilized and generated in connection with the execution of the contract.
 - A) No records and/or reports shall be released without the prior written approval of the Fire District, or their designee.
 - B) All records shall be maintained in accordance with the prescribed New Jersey state statutes pertaining to record retention and for a period not less than six (6) years, or longer as required and allowed for by law. No records shall be disposed of, without first obtaining approvals from the Fire District.
 - C) Vendor shall be required to provide the following services to the Fire District on a monthly basis:
 - 1) All pertinent records shall be scanned and sent encrypted and maintained on a secure website.
 - 2) This service shall include the removal of staples, scanning and shredding of all documents after the prescribed time period as stipulated in the New Jersey State statutes pertaining to record retention.

- 4) The vendor shall deposit all payments received on behalf of the Fire District in an account designated by the Fire District within forty-eight (48) hours of their receipt.
 - A) The vendor shall provide to the District a copy of all deposit slips for patient payments within two (2) working days of deposit. The Fire District will accept either email, facsimile or by US Mail (to be postmarked within the two (2) day time period). On these deposit slips or on an accompanying statement, the vendor shall indicate the name of the original patient and the date the service was rendered.
 - B) Vendor shall forward to the Fire District a monthly report listing all billings, collections and deposits. This report shall be due no later than ten (10) days after previous month's end and vendor shall supply a sample report for the Fire District's approval.
- 5) The vendor is to provide with each invoice, information on the collection process, and on the proper method of contacting the vendor to receive clarification of the billing process. The District will prepare this information with the assistance of the selected vendor and the vendor shall be responsible for making copies of these documents for inclusion with their billing information.
- 6) The vendor shall provide either a local and or a toll-free telephone number to provide prompt responses to patient's questions regarding services rendered and charges billed. Customer service personnel shall have quick access to patient's records and be qualified to perform these services. Vendor shall provide direct line access for Fire District representatives.
- 7) The vendor shall be responsible for providing their own stationary, invoices, all office and normal expenses, postage, telephone cost, personnel expenses and standard operating expenses required to fulfill this contract. Vendor shall not identify the Fire District on its letterhead or any preprinted stationary. The only acceptable reference is in the description of services rendered by the Fire District EMS.
- 8) The vendor is to be paid a percentage of the collections received as determined in this proposal process. Consequently, it is in the vendor's best interest to expedite the billing and collection process, and to take the necessary action to secure payment from those users who are capable of doing so.
- 9) The vendor is to respond with reasonable accurate information to all inquiries relating to the billing process, insurance coverage, and the hardship waiver process. All inquiries relating to the quality of the ambulance service provided are to be referred to the Fire District EMS.
- 10) The vendor shall advise the Fire District on any ambulance calls which they believe will not be reimbursed by insurance companies or Medicare due to the fact that they were not deemed to be medically necessary or the incident reports are improperly completed. The information to be provided to the Fire District is for information and education purposes only.
- 11) In addition to the insurance requirements provided in the General Conditions, the selected vendor must provide liability insurance or a surety bond for no less than \$100,000.00 for employee dishonesty, forgery and/or theft.
- 12) The vendor agrees to maintain all of its policies, procedures and practices in a manner

consistent with all Medicare, State and Federal regulations and requirements. The vendor will hold the Fire District harmless from any liability due to changes in these regulations and procedures that relate to billing and collection processes.

- 13) The vendor shall provide at least a thirty (30) day notice of any changes in its collection processes or the information provided to users or paying agents. The Fire District shall reserve the right to review and/or reject any changes proposed by the vendor.
- 14) Vendor must have EMS industry financial and operational consulting experience including a minimum of seven (7) NJ Municipal 9-1-1 TPB contracts. Vendor must have ALS/Paramedic MICU billing and consulting experience, NJ ALS MICU Part A billing experience and NJ Hospitals Direct Access to Billing and Data Systems. Vendor must also have SAS70 Audit Certification, HIPAA Standards of Compliance Training and a Compliance Officer Representative, including a description of job duties and experience. Vendor must provide three (3) years of SSAE16 or equivalent standard audit reports.
- 15) Vendor must have certified ambulance coders and a certified compliance officer on staff. Vendor must have electronic access to local hospitals for patient demographic information and three (3) years' experience with emsCharts, ESO and/or Image Trend. Vendor must guarantee receipts. Vendor must have experience with state uncompensated fund submissions. Vendor shall be responsible for all fees paid to emsCharts. Vendor shall be available for periodic onsite visits.

Contract Term

The contract shall start on the date when adopted by the Board of Fire Commissioners, for a duration of twelve (12) months. The Fire District reserves the right to renew this contract for an additional two (2) twelve (12) month periods or one (1) twenty-four (24) month period (not to exceed thirty-six (36) months). This option for renewal shall be at the sole discretion of the Fire District. The Fire District's representative shall provide a written intent to extend the agreement. The same conditions shall prevail. Any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually. The Fire District may, at any time during the contract period, terminate the contract by giving thirty (30) days' notice in writing to the vendor.

BIDDING REQUIREMENTS

The following is a check list of items which must be submitted with bid proposal (Bidder must initial each line):

1. Qualification Questionnaire _____
2. Questionnaire re: Affirmative Action Program _____
3. Non-Collusion Bidding Certification _____
4. Statement of Ownership _____
5. Business Registration Certificate _____
6. References _____
7. Acknowledgement of Receipt of Addenda _____
8. Bid Proposal _____

QUALIFICATION QUESTIONNAIRE

Number of years in business: _____

Number of employees on your staff: _____

Please provide at least two (2) financial references:

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

Please provide at least three (3) industrial, commercial or governmental references for whom you have performed work or supplied materials and/or goods or services as outlined in these bid specifications including contact name and phone number:

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

**QUESTIONNAIRE ON
NEW JERSEY AFFIRMATIVE ACTION REGULATIONS**

Kindly complete questionnaire in the event that you or your firm is awarded this contract.

The necessary forms will be sent by our office upon award.

1. Our company has a Letter of Federal Approval. YES _____ NO _____

If yes, attach a copy of said approval.

2. Our company has a New Jersey State Certificate of Employee Information Report.

YES _____ NO _____

If yes, submit a copy of said approval.

I certify that the above information is correct to the best of my knowledge.

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.

(Date)

(Signature)

(Name of Corporation)

(Title of Officer)

Corporate Seal

IMPORTANT: THIS FORM MUST BE SUBMITTED BY BIDDER

STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid (or accompanying the bid) of said corporation or partnership, there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.

In the event there is no individual stockholder in the corporation or partnership who owns ten (10%) percent or more of the stock of any class, the bidder shall submit a statement indicating such.

BIDS ARE NOT VALID IF SUBMITTED WITHOUT A STATEMENT OF OWNERSHIP AND NO BIDDER SUBMITTING SUCH AN INVALID BID IS ELIGIBLE TO BE AWARDED THE PUBLIC CONTRACT.

If you are a Partner or Corporation, in order for your bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

1. Partners with 10% or Greater Interest:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

2. Owners of 10% or more of the Stock of the Corporation, including Stock of all Classes:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

3. If the name of a Partnership or Corporation is listed, list below the names of Individual Partners and/or Stockholders of whatever class who own a 10% or greater interest in the Partnership or Corporation Listed:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERCENTAGE; _____%

Name of Bidder

Signature
(Person who signs bid proposal)

NOTE: THIS FORM MUST BE SUBMITTED BY BIDDER

REFERENCES

To be considered for this contract, a vendor must provide references for billing and collection services for at least seven (7) New Jersey EMS, governmental or non-profit agencies in the past seven (7) years:

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ENTITY NAME: _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: (_____) _____ - _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Bidder hereby acknowledges that he has received and that he has considered in the preparation of his bid, all requirements stipulated in the following Addenda to this Contract (If no addendums issued, write or type "None" and sign):

<u>ADDENDUM #</u>	<u>DATE OF ADDENDUM</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The indicated acknowledgements are to be by the same person executing the Proposal.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS
(Mandatory Affirmative Action Language)

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE**

Equal Opportunity for Individuals with Disabilities

The contractor and the Hanover Township Fire District No. 3 (hereinafter the “Fire District”) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “Act”), 42 U.S.C. {12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this lease. In providing any aid, benefit, or service on behalf of the Fire District pursuant to this lease, 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 lease, the contractor shall defend the Fire District in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Fire District, 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 Fire District’s grievance procedure, the contractor agrees to abide by any decision of the Fire District, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Fire District, or if the Fire District 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 Fire District 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 Fire District or any of its agents, servants and employees, the Fire District shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Fire District or its representatives.

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

It is further agreed and understood that the Fire District assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors 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 contractor from any liability, nor preclude the Fire District from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

NOTE: THIS FORM MUST BE SUBMITTED BY BIDDER.

PROPOSAL FORM

**THIRD PARTY BILLING FOR AMBULANCE SERVICES FOR
EMERGENCY MEDICAL SERVICES**

Hanover Township Fire District No. 3 (Fire District) is seeking an incentive based scale to maximize the collection of the billable ambulance services. An example is provided below:

Example:	<u>Percentage</u>	<u>Range of Collections by Vendor</u>
	x %	\$0 to \$100,000
	y %	\$101,000 to \$200,000

Percentage increases to be paid by the Fire District would be based on total collections over a twelve (12) month period. The undersigned hereby agrees to furnish all services, labor, materials, supervision, equipment, and other means as necessary to perform all work in accordance with these specifications for Third Party Billing for Emergency Medical Services and submits the proposal as listed below:

_____ % \$ _____ up to \$ _____

_____ % \$ _____ up to \$ _____

_____ % \$ _____ up to \$ _____

_____ % \$ _____ up to \$ _____

***Note to Bidders:** Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider cost to the Fire District, experience and reputation in the field, the services to be performed under the contract and other factors demonstrated to be in the best interest of the Fire District.

Name of Bidder: _____

Address: _____

Authorized by: _____ Title: _____

Signature: _____

Telephone (_____) _____ - _____ Fax (_____) _____ - _____

Email: _____ @ _____

CONTRACT

This agreement is made on this _____ day of _____, 2020, by and between **THE COMMISSIONERS OF FIRE DISTRICT NO. 3, IN THE TOWNSHIP OF HANOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY** hereinafter referred to as the PURCHASER; and, _____ hereinafter referred to as the SELLER.

WITNESSETH: The PURCHASER and the SELLER, for the consideration hereinafter specified, agree as follows:

ARTICLE I: SCOPE OF AGREEMENT. The SELLER covenants and agrees to provide the PURCHASER with services, as described in the proposal constituting part of the contract documents and all terms of the bid documents provided to the SELLER. In the event of any conflict between the bid proposal and the bid documents, the latter shall govern.

ARTICLE II: TIME OF DELIVERY. The services shall commence on the _____ day of _____, 2020 in accordance with the RFP. Failure to deliver as scheduled shall result in a breach of this contract and make the SELLER subject to any penalties available to the PURCHASER at law or equity or, at the discretion of the PURCHASER, a penalty of \$50.00 per day for the first two weeks of default and \$100.00 per day for every day thereafter.

ARTICLE III: PAYMENT. The PURCHASER agrees to pay to the SELLER for said services on a monthly basis consistent with collections reported in the previous month, unless otherwise agreed between the parties. Price for services rendered shall be consistent with those specified herein.

ARTICLE IV: INDEMNIFICATION. The SELLER will indemnify and save harmless the PURCHASER, its officers, agents or servants and each and every one of them, against and from all suits and costs of every type and description, including royalties, fees or claims for the use of patented methods, of patented rights or copyrights and from all damages to which the PURCHASER, or any of its officers, servants or agents, may be put by reason of injury to the person or property of another, resulting from negligence or omission on the part of the SELLER or its agent.

ARTICLE V: DEFAULT. In addition to the provisions of Article II above, in the event of default by the SELLER, the PURCHASER shall be entitled to such damages as may be permitted by law or equity.

ARTICLE VI: BINDING EFFECT. This contract shall be binding upon the PURCHASER, its successors and assigns, and upon the SELLER, its successors and assigns.

ARTICLE VII: RISK OF LOSS. The SELLER shall bear the risk of loss until the Vehicle are delivered and accepted by the PURCHASER.

ARTICLE VIII: ASSIGNMENT. Neither SELLER nor the PURCHASER shall assign, transfer or encumber any of its rights or duties pursuant to this agreement without the written consent of the other.

ARTICLE IX: WAIVER. Failure of the PURCHASER in any one or more instances to insist on the performance of any of the terms of this contract or to exercise any right or privilege conferred herein or the waiver of any breach of any terms of this contract shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

ARTICLE X: NOTICES. Notice provided for hereunder shall be deemed given when mailed, certified mail, return receipt requested, to the address of the SELLER as set forth in the bid proposal or such other address as may subsequently be furnished in writing to the SELLER; or upon personal delivery to either party or four days following regular mail deposit in an authorized U.S. Postal Service mail receptacle.

ARTICLE XI: AFFIRMATIVE ACTION COMPLIANCE. During the performance of this contract, the SELLER agrees as follows:

(a) 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 or sex. The contractor will take affirmative action to insure 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 or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and election 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 contracting officer setting forth the provisions of this nondiscrimination 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 or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which he 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.

No monies may be paid hereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program approved by the State Treasurer, except for those subcontractors exempt by virtue of R.S. 10:35-34. Furthermore, to the extent applicable, the provision of R.S. 10:21-1 are herein incorporated by reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date and year first written

On Behalf of the Fire District:

On Behalf of the Seller:

Signature - Robert E. O'Hare, Chairman

Signature

Printed

Title