



CITY OF PERTH AMBOY

REQUEST FOR PROPOSALS FOR

EMERGENCY MEDICAL SERVICES / BASIC LIFE SUPPORT
AMBULANCE SERVICES AND LEASE OF GARAGE AND
OFFICE SPACE

CONTRACT TERM – up to FIVE (5) YEARS

SUBMISSION DEADLINE

May 10, 2024

10:00 AM

ADDRESS ALL PROPOSALS TO:

DIVISION OF PURCHASING
CITY HALL, 260 HIGH STREET
PERTH AMBOY, NEW JERSEY 08861

ATTN: Maria Rivera, RPPS, QPA
Purchasing Agent

**CITY OF PERTH AMBOY
MIDDLESEX COUNTY, NJ
REQUEST FOR PROPOSALS**

Sealed proposals will be received at City Hall, 260 High Street, Perth Amboy, NJ 08861 on Friday, **May 10, 2024 at 10:00 AM** for the following:

**EMERGENCY MEDICAL SERVICES / BASIC LIFE SUPPORT AMBULANCE
SERVICES AND LEASE OF GARAGE AND OFFICE SPACE**

Specifications and Instructions to Respondents and Proposal forms may be obtained at the Purchasing Office or the City's website at www.perthamboynj.org. Proposals and all information required to be submitted pursuant to this Request for Proposals ("RFP") shall be prepared at the sole cost and expense of each Respondent. There shall be no claims whatsoever against the City, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

Proposals will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. If the Proposal is hand-delivered, potential Respondents may drop them off at the City's Purchasing Office located on the 2nd Floor. Enter through the Market Street Entrance of the City Hall Building, 260 High Street, Perth Amboy, New Jersey 08861 and proceed to the 2nd Floor. The City will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

Proposers are required to comply with:

- Affirmative Action Regulations requirement of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27;
- P.L.2004, c.57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44

Proposals must strictly comply with all requirements for a regular proposal as directed or required by the specifications and the Statutes in such case made and provided.

All questions regarding this RFP must be submitted via email request to Maria J. Rivera at mriviera@perthamboynj.org prior to **May 1, 2024 at 12:00 p.m.** Responses will be provided no later than **May 3, 2024 at 12:00 p.m.** Any addenda will be issued on the City's website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). **All interested Respondents should check the website from now through the submission deadline. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.**

The City of Perth Amboy reserves the right to consider bids for sixty (60) days after their receipt.

The City of Perth Amboy reserves the right to reject any and all proposals if deemed in the best interest of the City to do so. Notice is hereby given to all proposers that if their proposals are informal, defective, or irregular, the same will be rejected.

MARIA J. RIVERA, RPPS, QPA
Purchasing Agent
City of Perth Amboy
260 High Street
Perth Amboy, New Jersey 08861

CITY OF PERTH AMBOY
Criteria for Submission of Proposals for

**EMERGENCY MEDICAL SERVICES / BASIC LIFE SUPPORT AMBULANCE SERVICES AND
LEASE OF GARAGE AND OFFICE SPACE**
For a Five-Year Term

NOTICE IS HEREBY GIVEN that the City of Perth Amboy seeks requests for proposals, pursuant to the competitive contracting procedure of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.5 for:

This contract will be awarded via competitive contracting process pursuant to N.J.S.A. 40A:11-4 et seq. for a term of (1) one year with the option to renew for up to (4) four additional one (1) year terms for a maximum total of (5) five years. Contractor shall begin providing service on July 1, 2024

Contractor will be recognized as the designated contractor for providing Emergency Medical Service and Basic Life Support Ambulance Services to the City at all times during the term of this agreement.

Lease of garage and office space in the City of Perth Amboy Fire Department Headquarters, 375 New Brunswick Avenue, Perth Amboy, New Jersey to house and operate the ambulances in connection with the five (5) year contract to provide BLS Ambulance Service. The garage space consists of two (2) bays for the storage of one (1) standard ambulance on each bay. The office space used by EMS is an instruction preparation room number 1-126, measures approximately 95 square feet. The Department have designated four (4) parking spaces for the designated ambulance staff members.

TECHNICAL SPECIFICATIONS

The City of Perth Amboy herein after the City seeks to contract with an organization to administer/provide emergency medical services for the residents and visitors of the City, as further defined below. The City has sought to identify Contractor responsibilities, for purposes of clarity.

The successful bidder shall be responsible for administering/providing a program of:

1. Overall Program Management
2. Data Collection and Reporting
3. Resource Utilization
4. Management of Care
5. Utilization Review
6. Quality Assurance
7. Public Information and Education
8. Will certify and re-certify the City's in-house CPR instructors.
9. Provider Relations

Price proposal to include:

1. The contractor's complete proposed patient fee/rate schedule for services.
2. The amount of time the contractor is willing to keep the fee/rate schedule unchanged.
3. The circumstances that would lead to changes in the fee/rate schedule.
4. The method by which the contractor would change its fee/rate schedule.

5. The method by which patient billing is handled when other emergency medical response entities is involved in the response.
6. The method by which balance billing is handled and collection procedures

Contractor will provide services that comply with all federal, state, and City standards and regulations.

Contractor shall Maintain a staff of qualified emergency medical personnel who, meet, if not exceed, minimum state requirements, such as initial certification and continuing education requirements. As well as possess a minimum of 2 years of prehospital 9-1-1 delivery of Emergency Medical Care.

Contractor shall maintain at least one fully staffed ambulance within the boundaries of the City at all times.

There are no minimum or maximum amount of calls for service that will be received by the contractor.

Contractor shall maintain a provider base that ensures geographic and culturally sensitive access to services.

Contractor shall provide access to continuing education and professional development programs for all emergency medical service personnel

The City may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

The Contractor shall not publish any findings based on data obtained from operations pursuant to the contract without the prior consent of the City, whose written consent shall not be unreasonably withheld.

The City shall have the right to access information necessary for review of the contract terms and conditions.

The Contractor shall provide a written report of each complaint of service delivered by the Contractor that the Contractor receives. Said report shall state name, address, and telephone number of the complaint, nature of complaint, exact status of ambulance and personnel involved on behalf of the Contractor. The Contractor shall reply to all complaints of service received within one (1) week.

The contractor shall be an active participant in the City of Perth Amboy Emergency Operations Plan and shall coordinate with the Director of that office for planning and disaster situations at no additional cost.

When requested, the contractor shall provide a representative with the authority to make operational decisions to the Emergency Operations Center when staffed at no additional cost.

A supervisor must be on duty for the City at all times with an independent vehicle and is not assigned a position on one of the BLS ambulances. The supervisor will respond if requested to large scale emergencies such as a Mass Casualty Incident (MCI), structure fires with injuries or large scale fire, or any other large scale emergency or at the request of the Police Watch Commander.

The City provides enhanced-911 services to its residents and visitors. As an adjunct to this service, the City will provide dispatch services to the Contractor for the primary ambulance at a minimum, for the duration of the contract. Dispatch center staff is trained according to regulatory and legal guidelines. The Contractor should be prepared to integrate its existingng dispatch operations and communications systems into the City dispatch operations and communications systems. The contractor shall have an alternate communications link to their dispatch center in the event of a telephone line failure.

Each unit must be equipped with two-way radio communications equipment capable of communicating with the Perth Amboy Central Communications Center on a system identified by the City and each staff member on the ambulance must have a portable hand held radio with the same capabilities. Radios may only be programmed as permitted by the City's radio systems coordinator. All radio equipment must be capable of producing an MDC ID or acceptable equivalent as assigned by the City. The contractor shall assure that each ambulance used to respond to a call for service in the City shall be equipped with the appropriate emergency communication and alerting device as specified by the City. The standard

ambulance shall have the ability to communicate at all times directly with Perth Amboy Central communications via a radio system identified by the City. BLS units will be dispatched by The City Central Communication Center directly.

Perth Amboy City reserves the right to dispatch other Emergency Medical Service vehicles including City owned assets, should the Contractor be unable or unwilling to respond to an emergency in a timely fashion.

For the purposes of this Agreement, response times for the City's primary permanently assigned ambulance must be less than five (5) minutes and fifty-nine (59) seconds on no less than 90% of the occasions under normal operating conditions.

Contractor shall also provide additional ambulances (backup ambulances) which shall be available to respond to any call for Emergency Medical Service within the City on a twenty-four hour per day, seven day per week basis at such times as the primary ambulance is responding to another call. The backup ambulances shall be able to respond to any call within the City within 12 minutes of being dispatch to the call.

This is a critical aspect of the proposal. The plan for adherence to this standard will be strictly scrutinized and will be considered a major aspect in the consideration of which Bidder will be awarded the Contract.

The contractor shall provide monthly reports which show all runs which exceeded any Response Time mandated by this Agreement

The Contractor shall provide no less than seventy-five (75) hours per year of basic life support emergency health services per year for the purposes of providing care and/or demonstrative services to various civil events, including, but not limited to health screenings, and community functions. Coverage shall be at a post, time and duration requested by the City. The City shall give no less than seventy-two (72) hours' notice when such coverage is required. The Contractor shall provide no less than one fully equipped ambulance with two Emergency Medical Technicians certified by the State of New Jersey. Multiple ambulance/crews may be requested, however, the City may not request more than four ambulances at one time, inclusive of those being used for routine City street emergency health services coverage. The Contractor confirms that the routine provision of emergency health services will not be adversely affected by stand by coverage.

The Contractor will, in addition to the above, provide stand-by coverage to the City Fire and Police Departments when requested to do so and until released by either the fire or police officer in charge of the incident. These services may include typical emergency health services in addition to various other services, such as the health screening and monitoring of emergency responders.

The Contractor may bill all patients transported to a hospital. Should the Contractor propose a system in which the patient is billed for any services provided, a telephone number shall be available to the patient to answer any questions and provide information regarding the bill.

The Contractor agrees not send any unpaid medical bill as a result of the BLS transport to Collections for any City employee who is transported while present in the City of Perth Amboy in the course of his or her employment by the City.

The contractor shall ensure that appropriate emergency medical services are rendered to the patient. Minimum requirement is that every patient's chart reflect that assessed according to professional standards, the results of the assessment, and the description of care rendered based on the assessment and in line with the standard operating procedures and medical protocols of the system.

The contractor shall develop, monitor and update standard operating procedures and medical protocols with under the guidance and direction of the system's medical director, a licensed physician who is board certified in emergency medicine, for treatment authorization and patient care.

The contractor shall monitor patient care provided by emergency medical service providers. Minimum requirements are to routinely review patient care reports ("PCR") to ensure adherence to medical protocols and professional standards.

The contractor will ensure all employees performing under this contract shall maintain a neat and clean appearance at all times while on duty, will be dressed complete and appropriate uniform.

The contractor shall in conjunction with local, county and state laws, develop protocols for identification and reporting of specific patient conditions that require notification of the authorities. This should include, but may not be limited to, child abuse, elder abuse, and victims of violent crimes.

The contractor shall meet at least quarterly with the City to discuss issues regarding the coordination of care for patients.

The contractor shall report to the City staff, as needed any perceived problems in the emergency medical service system. This should include the adequacy of geographical coverage, the projected adequacy of the reimbursement system, any identified systematic flaws or abuses, and potential problems in dispatch, or interactions with other public services.

The City will provide access to the Fire Department Building, to use the office space and garage area, which shall be strictly used for the City EMS services. If Contractor wants to use the building for services other than the City, the Contractor must make a request in writing to the City and pay reasonable rent for the building.

In the event that the contractor does not furnish all of the services and perform all of the obligations as provided in this contract, the City may terminate this agreement upon thirty (30) calendar days' written notice to the contractor and thereafter, neither party shall be required to perform duties under this contract.

MINIMUM QUALIFICATIONS:

Fully licensed to operate a Basic Life Support ambulance service in the State of New Jersey in accordance with N.J.A.C. 8:40-2.1, et seq. and other applicable laws and regulations. Including a NJ state Drivers License in good standing.

All ambulances dispatched for service within the City must meet the requirements of all applicable Federal, State and local laws, regulations and licensure standards.

Each ambulance must be staffed by two (2) Emergency Medical Technicians (EMT) certified by the New Jersey Department of Health and Senior Services in accordance with N.J.A.C. 8:41A and all other applicable State and Federal laws and regulations.

CRITERIA TO BE USED TO EVALUATE PROPOSALS

The following criteria will be taken into consideration and weighed by the City of Perth Amboy as the basis of an award of a contract that is most advantageous to the City:

1. Financial proposal and its advantage to the City
2. Experience and performance history
3. Physical proximity to Perth Amboy and response time to emergency calls
4. Availability of qualified personnel, facilities, equipment and resources, including:
 - a. Ability to maintain at least one (1) primary ambulance 24 hours a day, 7 days a week, 365 days a year in a ready state to immediately respond to emergency medical service calls received by the City. (Ambulances & EMT's shall have radio communications with the Perth Amboy dispatch/communication center.)
 - b. Ability to maintain at least one (1) secondary ambulance from the hours of 1000-2200 7 days a week, in a ready state to immediately respond to emergency medical service calls received by the City.

(Ambulances & EMT's shall have radio communications with the Perth Amboy dispatch/communication center.)

- c. Ability and willingness to employ and provide Emergency Medical Technicians with at least two (2) years of "Emergency Response" experience as defined in N.J.A.C. 8:40-1.3.
- d. Ability to provide additional ambulances to handle additional emergency calls when the primary ambulance and secondary ambulances are already in service in Perth Amboy. Contractor must identify how they plan on handling these calls for service
- e. Ability to provide additional BLS Ambulance Service at working structure fires and community events when requested by the City.

PROPOSALS

Submit a proposal addressing the Minimum Qualifications and Criteria listed above, including all documentation that shall include, at a MINIMUM, the following:

1. Provide full name and business address;
2. Confirmation of State of New Jersey licensure as a BLS operator;
3. Fully describe the Applicant's experience in Basic Life Service Transport and Emergency Medical Services;
4. Provide the number of Emergency Medical Technicians employed by the Applicant, their qualifications and their years of experiences and the staffing that would be dedicated to this contract;
5. Describe the Applicant's physical location and the proximity of the dedicated ambulances to the City of Perth Amboy;
6. Fully describe the Applicant's ability to perform the tasks in a timely fashion, specifically including:
 - a. number of ambulances dedicated to the City of Perth Amboy;
 - b. response time to Perth Amboy calls;
 - c. dispatch procedures
7. Provide references in general and in particular from entities where the Applicant has provided similar services as sought by City of Perth Amboy.
8. Provide a full financial proposal under which the Applicant will perform the contracted services;
9. Describe the manner in which the services will be billed and collected;
10. Provide a copy of your Business Registration Certificate;
11. Provide a copy of the Mandatory Affirmative Action Language and a copy of your Certificate of Employee Information Report.
12. Financial Proposal for EMS Service and Lease for Garage and Office Space.

Submit one original, three (3) copies, and one (1) copy saved in a USB drive of all materials in a sealed envelope with the name EMERGENCY MEDICAL SERVICES/BLS and the word "CONFIDENTIAL" clearly marked on the outside of the envelope and addressed to: Maria Rivera, Division of Purchasing, City of Perth Amboy, 260 High Street, Perth Amboy, New Jersey 08861 to be received **no later than May 10, 2024 by 10:00 AM.**

The City of Perth Amboy seeks to award a contract to the Applicant whose proposal best meets the needs and interests of the City. The City reserves the right to elect to not award any contract.

Contracts are subject to additional requirements, and any other applicable laws including, but not limited to the Local Public Contracts Law.

STATUTORY AND OTHER REQUIREMENTS INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

The Contractor shall furnish evidence to the City prior to the work he/she performs and will provide Standard Contractor's Liability for any operations to be performed by contractor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

3. Automotive liability insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

- a. Excess Liability \$1,000,000 each occurrence, \$1,000,000 aggregate

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City as an additional insured.

INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the City, at the contractors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Contractor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the City of Perth Amboy, as will protect the City from it's contingent liability under this contract, and the City's right to enforce against the Contractor any provision of this article shall be contingent upon full compliance by the City with the terms of such insurance policy or policies, a copy of which shall be deposited with the City.

APPLICATION CHECKLIST

- _____a) Provide full name and business address;
- _____b) Confirmation of State of New Jersey licensure as a BLS operator;
- _____c) Fully describe the Applicant's experience in Basic Life Service and Emergency Medical Services;
- _____d) Provide the number of Emergency Medical Technicians employed the Applicant, qualification and their years of experiences and the staffing that would be dedicated to this contract ;
- _____e) Describe the Applicant's physical location and the proximity of the dedicated ambulances to the City of Perth Amboy;
- _____f) Fully describe the Applicant's ability to perform the tasks in a timely fashion, specifically including:
 - i. number of ambulances dedicated to the City of Perth Amboy;
 - ii. response time to Perth Amboy calls;
 - iii. dispatch procedures
- _____g) Provide references in general and in particular from entities where the Applicant has provided similar services as sought by City of Perth Amboy.
- _____h) Provide a full financial proposal under which the Applicant will perform the contracted services;
- _____i) Describe the manner in which the services will be billed and collected;
- _____j) Provide a copy of your Business Registration Certificate(s) and a W9;
- _____k) Provide a copy of the Mandatory Affirmative Action Language and a copy of your Certificate of Employee Information Report.

PROPOSAL

Applicant may, but is not required to, submit a proposal to lease the following garage and office space at the City of Perth Amboy Fire Headquarters, 375 New Brunswick Avenue, Perth Amboy, New Jersey.

Interested applicants may make arrangements for inspection of the space by contacting **Ed Mullen, Fire Chief at (732) 324-3501**.

Applicant's Financial Proposal

1. EMS Service amount to be paid by the City to provider annually \$ _____
OR
2. EMS Service amount to be paid by provider to the City Annually \$ _____
AND
3. Lease payments:
 - a. Garage space will be per annum (minimum lease payment shall be \$26,760.16) \$ _____
 - b. Office space will be per annum (minimum lease payment shall be \$1,840.05) \$ _____

Note: The fixed rent for each lease year shall be increased by 3% after the first lease year.

Applicant's Signature _____ Date _____

PRICE PROPOSAL TO INCLUDE:

1. The contractor's complete proposed patient fee/rate schedule for services.
2. The amount of time the contractor is willing to keep the fee/rate schedule unchanged.
3. The circumstances that would lead to changes in the fee/rate schedule.
4. The method by which the contractor would change its fee/rate schedule.
5. The method by which patient billing is handled when other emergency medical response entities is involved in the response.
6. The method by which balance billing is handled and collection procedures

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE
INCLUDED
WITH
PROPOSAL**

CITY OF PERTH AMBOY
RFP CHECKLIST

PROPOSAL - SUBMISSION DATE: May 10, 2024

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW LEFT

- An original and one (3) signed copies of your complete proposal**..... _____
- Authorized Signatures on all forms**..... _____
- Attachment A** (Mandatory Equal Employment Opportunity Notice Acknowledgement) _____
- Attachment B** (Americans with Disabilities Act of 1990) _____
- Attachment C** (Business Entity Disclosure - Certification) _____
- Attachment D** (Business Entity Disclosure – Non-Collusion) _____
- Attachment E** (Business Entity Disclosure – Statute)..... _____
- Attachment F** (Statement of ownership disclosure) _____
- Attachment G** (Certification of No Disciplinary Sanctions or Professional Negligence)... _____
- Attachment H** (Insurance Requirement Acknowledgement Form)..... _____
- Attachment I** (Letter of Intent)..... _____
- Attachment J** (Disclosure of Investments Activities in Iran)..... _____
- Attachment K** (Disclosure of Investments Activities in Russia Belarus)..... _____
- Attachment L** Acknowledgement Receipt of Addenda _____

Note: N.J.S.A 52:32-44 provides that the City 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 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)

ATTACHMENT 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 AND GENERAL SERVICES 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

ATTACHMENT A – Cont.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue these 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, race, 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 undersigned agrees that the foregoing ATTACHMENT A – Mandatory Equal Employment Opportunity Language, shall be part of any professional services contract awarded hereunder.

Name of Audit Services Member: _____

Signature: _____ Date: _____

Title: _____

REQUIRED AFFIRMATIVE ACTION EVIDENCE: The Provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. All successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract, one of the following:

- 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval**
- 2. A photocopy of their Certificate of Employee Information Report or**
- 3. A completed Affirmative Action Employee Information Report (AA302).**

ATTACHMENT B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT C
CITY OF PERTH AMBOY
BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR FAIR AND
OPEN CONTRACTS REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 4% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Limited Liability Partnership Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Corporation Sole Proprietorship

Name of Stock or Shareholder	Home Address	% Own

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.	
(Witnessed or Attested by): _____	My commission expires: _____
Printed Name of Affiant: _____	Date: _____

ATTACHMENT D
CITY OF PERTH AMBOY
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

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 CITY OF PERTH AMBOY 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 SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

Subscribed and sworn before me this _____ day of _____, 20__.

(Witnessed or Attested by): _____ My commission expires: _____

Printed Name of Affiant: _____ *Date:* _____

ATTACHMENT E
CITY OF PERTH AMBOY
BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR FAIR AND OPEN CONTRACTS
REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “Interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too expensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:* “The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# ATTACHMENT F

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|----------------------------------------------------|
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|-----------------------------------------------------------------------------|----------|
|                                                                             |          |
|                                                                             |          |
|                                                                             |          |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|-----------------------------------------------------------------------|----------------------------------------------------|
|                                                                       |                                                    |
|                                                                       |                                                    |
|                                                                       |                                                    |

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

|                    |  |        |  |
|--------------------|--|--------|--|
| Full Name (Print): |  | Title: |  |
| Signature:         |  | Date:  |  |

**ATTACHMENT G**

**REQUEST FOR QUALIFICATIONS  
FIRM'S AFFIDAVIT OF NO DISCIPLINARY SANCTIONS OR PROFESSIONAL NEGLIGENCE  
IN THE STATE OF NEW JERSEY**

I \_\_\_\_\_ of the \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ submitting and RFP for the above named work, and that I executed the said RFP with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed in this RFP are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract, including the Guarantee Period, that the City shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the submission as a contractor is subject to disbandment, suspension and/or disqualification in contracting with the State of New Jersey at the Department of Environmental Protection if the Contractor, pursuant to N.J.S.A. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Name of the Firm (Print or Type)

\_\_\_\_\_  
Signature / Title

|                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this _____ day of _____, 20__.<br>(Witnessed or Attested by): _____ My commission expires: _____<br><i>Printed Name of Affiant:</i> _____ <i>Date:</i> _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# ATTACHMENT H

## CITY OF PERTH AMBOY

### INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

#### Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

\*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

---

(Signature)

---

(Date)

---

(Printed Name and Title)

# ATTACHMENT I LETTER OF INTENT

**(Note: To be typed on Respondent’s Letterhead. No modifications may be made to the content of this letter)**

[Insert Date]

Maria J. Rivera, RPPS, QPA – Purchasing Agent  
260 High Street  
Perth Amboy, NJ 08861

**Re: The CITY OF PERTH AMBOY is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for Emergency Medical Services (EMS) and Basic Life Support (BLS) Ambulance Services and Lease of Garage and Office Space.**

Proposals will be evaluated in accordance with the criteria set forth in this RFP. The City of Perth Amboy may select one or more law firms to provide the services requested herein.

Dear Mrs. Rivera:

The undersigned, Qualified Respondent, has submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the City of Perth Amboy (the “City”) dated April 15, 2024, in connection with the City’s need for Emergency Medical Services (EMS) and Basic Life Support (BLS) Ambulance Services and Lease of Garage and Office Space. The undersigned hereby states:

1. The Proposal Statement contains accurate, factual and complete information to the best of my/our knowledge and belief. The Proposal Statement is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. I/We agree(s) to participate in good faith in the procurement process described in the RFP and to adhere to the City’s procurement schedule.
3. I/We acknowledge(s) that all costs incurred by me/us in connection with the preparation and submission of the Proposal Statement, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the undersigned.
4. I/We hereby declare that the only persons/business entities anticipated by the undersigned to perform the professional services for which the undersigned’s Proposal Statement is submitted are the two other members of the Project Team named herein and that no other persons or business entities participated in submission of the undersigned’s Proposal Statement or will participate in any contract to be entered into between Respondent Project Team and the City. The undersigned declares that its Proposal Statement is made without connection with any other person, firm or parties, except the other two members of the Project Team who have submitted Proposal Statements with the undersigned, and that the undersigned’s Proposal Statement is being prepared and submitted in good faith and without collusion or fraud.
5. I/We acknowledge(s) and agree(s) that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. I/We acknowledge(s) that if the Project Team of which I/We (am/are) a member becomes the Successful Respondent and is awarded a contract to provide the Services, I/We shall comply with all applicable affirmative action and equal employment opportunity laws: .

**Signed:** \_\_\_\_\_ **Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*If the Qualified Respondent is part of a joint venture, partnership or organization other than a natural person, the Letter of Proposal and Letter of Intent must be signed by an individual with the authority to bind the organization.*

# ATTACHMENT J

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

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

### PART 1: CERTIFICATION

#### BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

#### PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# ATTACHMENT K

## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

SOLICITATION TITLE: \_\_\_\_\_

### CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote/Bid/Proposal being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote/Bid/Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

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*Attach Additional Sheets if Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the City of Perth Amboy shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Phone Number

\_\_\_\_\_  
Vendor Address (Street Address)

\_\_\_\_\_  
Vendor Fax Number

\_\_\_\_\_  
Vendor Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor Email Address for Authorized Representative

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting,

# ATTACHMENT L

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number:</u> | <u>Dated:</u> | <u>Acknowledged:</u><br>(Initial) |
|-------------------------|---------------|-----------------------------------|
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |

**NO addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

**BASIS OF AWARD**

(To be completed by City evaluation committee)

**EVALUATION FACTORS**

---

Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator 1: \_\_\_\_\_  
Evaluator 2: \_\_\_\_\_  
Evaluator 3: \_\_\_\_\_

**Possible Points**

**100**

|                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Relevance and Extent of Qualifications, Experience, Reputation, and Training of Personnel to be assigned.</b><br><i>(maximum 25 points)</i> |  |
| <b>Similar Experience.</b><br><i>(maximum 20 points)</i>                                                                                       |  |
| <b>References from entities already served.</b><br><i>(maximum 15 points)</i>                                                                  |  |
| <b>Technical Proposal contains all required information.</b><br><i>(maximum 20 points)</i>                                                     |  |
| <b>Cost Proposal</b><br><i>(maximum 20 points)</i>                                                                                             |  |
| <b>TOTAL</b>                                                                                                                                   |  |