

# Township of Medford

## The Purchase of Emergency Medical Billing Services

**49 Union Street, Medford, NJ 08055**

Bids Due: **August 14, 2024** before: **10:00 A.M.**

This Bid Submitted By: \_\_\_\_\_

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**TOWNSHIP OF MEDFORD**

**ADVERTISEMENT FOR BIDS FOR**

**The Purchase of Emergency Medical Billing Services**

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Medford, New Jersey for the purchase of Emergency Medical Billing Services, on or before **10:00 A.M.** prevailing time on **August 14th, 2024** and publicly opened and read aloud in the office of the Township Clerk of the Township of Medford at 49 Union Street, Medford, New Jersey. Specifications and contract documents may be obtained from the Township of Medford, Office of the Township Clerk, 49 Union Street, Medford, New Jersey between 8:30 A.M. and 4:30 P.M., Monday-Friday or via the Medford Township website ([www.medfordtownship.com](http://www.medfordtownship.com)). Submissions must be on the standard proposal form in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the bidder and the contract description on the outside, addressed to the Municipal Clerk of the Township of Medford. Bidders are to comply with the requirements of P.L. 1975, C. 127. (N.J.A.C. 17:27).

All bids shall be submitted only at the hours, date and place indicated above for receiving sealed bids. The Township will reject submissions for this Contract where vendors are not properly qualified in accordance with the requirements of the specifications. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township of Medford. The Township shall have sixty (60) days within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein.

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Municipal Clerk

## II

### TOWNSHIP OF MEDFORD

#### Purchase of Emergency Medical Billing Services

#### INSTRUCTIONS TO BIDDERS AND GENERAL SPECIFICATIONS

#### INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

##### I. SUBMISSION OF BIDS

- A. The Township of Medford, Burlington County, New Jersey (hereinafter referred to as "Township") invites sealed bids pursuant to the Notice of Bidders.
- B. Sealed bids will be received by the designated representative at **10:00 A.M.** prevailing time on **Wednesday August 14th, 2024** at which time said bids will be publicly opened and read aloud.
- C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the Township Clerk, (2) bearing the name and address of the bidder written on the face of the envelope, (3) one original copy and one on a CD or USB in PDF format and (4) clearly marked "BID ENCLOSED FOR THE PURCHASE OF EMERGENCY MEDICAL BILLING SERVICES".
- D. It is the bidder's responsibility to see that bids are presented to the Township on or prior to the hour designated and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferable typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or

irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing all the materials and/or services required by these specifications. Prices shall be net.
- I. The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. The person designated as the Township's Representative is the Township Manager or their designated agent. The Township's Representative will present the final recommendation for award of the bid to the Township.

## **II. BID SECURITY**

The following provisions if indicated by an (X), shall be applicable to this bid and be made part of the bidding documents:

### A. BID GUARANTEE     ( )

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned to all but the three

(3) lowest bidders with ten (10) days after opening of the bids, Sunday and Holidays excepted. The check or bond of the three (3) lowest bidders shall be returned with three (3) days, Sundays and Holidays excluded of the award and signing of the contract and approval of the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

B. CONSENT OF SURETY ( )

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or be each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

C. PERFORMANCE BOND ( )

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of the one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract and to guarantee payment of laborers and supplies for the labor and material used in the work performed under the contract.

The performance bond provided shall not be released until final acceptance of the whole service and/or materials and then only if any liens or claims have been satisfied.

D. SURETY DISCLOSURE STATEMENT AND CERTIFICATION ( )

The surety shall have the minimum surplus and capital stock on net cash assets required by N.J.S.A. 17:17-6 or 17:17-7 whichever is appropriate at the time the invitation bid is issued.

The Bid Bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey. N.J.S.A. 17:31-5.

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Township's designated representative. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. Discrepancies in Bids
  - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

### E. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Brand names are to be treated as the brand name "or equal" as required by the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Competitive items must be equal to the standard described and be of the same quality of work. **Variations between materials**

**described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.**

- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets or does not meet its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

## **V. INSURANCE AND INDEMNIFICATION**

### A. Insurance Requirements

#### 1. General Liability Insurance.

The successful bidder shall procure and maintain during the life of this contract General Liability Insurance during the life of this contract of not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage in any one occurrence.

### B. Certificates of Required Insurance

The contractor shall, at its own expense, take out all necessary insurance coverage required and shall submit to the Township evidence that Comprehensive General Liability, and where applicable, necessary Worker's Compensation Employer's Liability Insurance in the amounts specified. Coverage shall be with the acceptable insurance companies operating on admitted basis in the State of New Jersey and shall name the Township as an additional insured. Satisfactory proof of insurance shall consist of a certificate of each insurer, insuring the contractor under the contract. The certificate shall contain the following information (except in the case of Worker's Compensation Insurance, items 1, 2 and 4 will be sufficient).



1. Name and address of insured.
2. Number of the policy or types of insurance enforced thereunder on the date born by such certificate.
3. The expiration date of the policy and the limit or limits of liability thereunder on the date born by such certificate.
4. A statement that the insurance of the type afforded by the policy, applies to all. The operations of the project which were undertaken by the insured during the performance of the contract including collision coverage for vehicles in tow.
5. Statement that the insurance company will not cancel the policy except upon thirty (30) days' notice to the Township.

C. Indemnification

Successful bidder will indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

## **VI. PREPARATION OF BIDS**

- A. The Township is exempt from any local, state or federal sales, use or excise tax.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price proposal.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

- A. Mandatory Affirmative Action Certification  
No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-3 1 et seq. (P.L. 1975, c. 127).
  1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. An initial Affirmative Action Employee Information Report (AA-302), such forms to be provided by Township.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

Chapter 33 of Public Laws of 1977 provides that no corporation or partnership shall be awarded any 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 setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The Stockholder Disclosure Form shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

E. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

F. Non-Assignment of Contract

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title or interest in or to the same of any part thereof except as otherwise provided herein. Any subletting of the Contract in no way relieves the Contractor from his full obligations under this Contract.

G. Political Contribution Disclosure “Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- I. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instruction and form are available on the ELEC website.
- II. Annual disclosures require submission by March 30<sup>th</sup> each year covering contracts and contributions for the prior calendar year.
- III. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us)
- IV. If you have any questions, please contact ELEC at: 888-313-3532 or 609-292-8700

## **VIII. METHODS OF AWARD**

- A. The Township may award the work on the basis of the Base Bid.
- B. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest.

## **IX. REJECTION OF BIDS**

A. Reservation of Rights

Township reserves the right to waive any informalities, irregularities or minor defects in the bids received and to report any and all bids. In addition, Township reserves the right to reject any and all bids for reasons that the Township deems appropriate, and where said rejections is, in the judgment of the Township, determined to be in the best interest of the municipality.

B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

D. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

E. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected. Bidders may also be rejected for “prior negative experience” pursuant to N.J.S.A. 40A:11-4.

F. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. 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 Township reserves the right to cancel this contract.

## **XI. GOVERNING LAW**

This contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-1 et.seq.)

## **XII. OTHER REQUIREMENTS**

- A. **Bidding Format:** All bidders shall present all forms, contained herein, with their bid package. Each bidder must indicate their compliance with the specifications by marking YES\_\_\_ or NO \_\_\_ in the appropriate column for each page of the specifications. Indicating "YES" to a page will mean full compliance; indicating "NO" will mean an exception is being taken. **All exceptions must be fully explained on a separate page to be added at the end of the bid specifications, titled "Exceptions to Specifications", giving reference to the page and section title where the exception is being taken. Failure to comply with this requirement will result in the bid proposal being rejected.**
- B. **Prices and Payments:** Unless otherwise specified, the cost of the bid shown shall be the cost to the Township at the delivery point designated which shall be the Township of Medford, Department of Fire & EMS, Attn: Chief Robert Dovi, 1 Firehouse Lane, Medford, NJ 08055  
Total price on bidder's proposal sheet must include all items listed in the specifications. Listing any items contained in the specification as an extra cost item, unless specifically requested to do so in the specifications, will automatically be cause for rejection.

Bidder will compute pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

### III

## TOWNSHIP OF MEDFORD

### Purchase of Emergency Medical Billing Services

#### DETAILED SPECIFICATIONS

##### 1.0 INTENT/PURPOSE

- 1.1 It is the intent and purpose of these specifications to adequately describe the type, quality and quantity of the **Emergency Medical Billing Service** that is desired to be furnished and shall meet the needs and demands of the Township of Medford; and to list all requirements necessary for entering into a contract for the furnishing of the specified items and/or service as provided for herein and as applicable in the attached proposal, or as mutually agreed upon.
- 1.2 The conditions and requirements are intended to be open and competitive for the purpose of obtaining adequate participation of interested parties, uniformity in the submission of bids and selection of the most responsive responsible bidder. The Township of Medford shall be the sole judge concerning the merits of all bids and sample materials submitted.
- 1.3 Listed below are the specifications for equipment and supplies and/or description of services and other information that shall be required by the Township of Medford in the establishment of any Emergency Medical Billing Service Contract. Any and all deviations from these specifications shall be noted in writing on the Proposal Form and/or additional attachments as may be required.

##### GENERAL REQUIREMENTS

- 1.4 Currently, the Township of Medford operates a Municipal Ambulance Service that is under the direction of the Chief of Fire & EMS, who reports to the Township Manager. The Township of Medford presently owns three (3) ambulances.
- 1.5 The purpose of this bid proposal shall be to solicit bids for the billing and the accounting of the applicable fees by any qualified outside independent contractor.
- 1.6 The Township of Medford estimates the billing of approximately 2,800 claims for services rendered on an annual basis and has the potential to reach approximately 3,100 calls for service due to mutual aid and inter local agreements.
- 1.7 The following are the total number of ambulance calls made by the Township of Medford for the year indicated:

Year	Number of Calls
2023	3111
2022	3112
2021	2826
2020	2341
2019	2604
2018	2693
2017	2492
2016	2402
2015	2417

2.4.1 Per the code of the Township of Medford, New Jersey, Fees and Licenses 71-22A & B

2.5 The Township of Medford ambulance fleet is licensed through the State of New Jersey.

2.6 All bidders shall be required to show evidence that they are experienced in the field of municipal ambulance billing services. Additionally, each bidder shall be required to show proof that they have been engaged in the field of municipal ambulance billing services for a duration of not less than five (5) years. All bidders shall be required to submit to the Clerk's Office at the Township of Medford, along with their bid, a list of governmental/ municipal customers, whom they are currently servicing for the above specified ambulance billing services.

2.6.1 In addition to the above required listing, each bidder shall be required to supply, listing a minimum of five (5) governmental agencies/municipalities that they have serviced within the State of New Jersey.

2.7 All staff utilized by the vendor, that are responsible for the processing of claims, shall be direct employees of the vendor and shall be subject to pre-employment screening and written confidentiality agreements.

2.8 The processing of all claims shall be performed at the vendor's stated place of business and in a secured, protected environment.

2.9 This form of claim processing shall not be confused with the collection of bad debts. After an appropriate number of attempts, but no fewer than three (3) and/or a reasonable established amount of time, if directed by the Township Manager, the successful bidder shall be required to return all non-collected accounts to the Township of Medford, Township Manager with no claim for payments against the Township of Medford or invoices for their service costs involved in the attempt to collect the funds. A history of the account shall be included, outlining the dates of the billings and notices in accordance with this specification.

2.10 All potential bidders are hereby notified that prior to the award of the contract, the Township of Medford shall be permitted to have its designated Medford Township Officials perform an on-site visit of the prospective vendor's business location to determine their ability to perform the said services, as outlined in the specifications. Additionally, at that time, the Township of Medford shall examine the vendor's computer technology and teleprocessing capabilities, and shall determine if the bidder has the capacity to handle the services, as outlined in the specifications, professionally and to their fullest extent.



- 2.11 The computer software utilized shall be ambulance billing specific and shall have the ability to keep all data completely separate among the vendor's clients. Yes \_\_\_\_ No \_\_\_\_
- 2.12 The vendor shall have the capability of accessing patient/insurance data electronically via connections to the local hospital's computer systems. Yes \_\_\_\_ No \_\_\_\_
- 2.13 The successful bidder is required to file for and obtain the Medicare account number in the name of the Township of Medford. The successful bidder shall be equipped with the requisite computer hardware and software to electronically access the computers of the major insurance companies, Medicare and Medicaid, and to have the ability to input claims into their systems for prompt processing of said claims. The successful bidder shall be responsible for any costs associated with electronic communication or software module updates required by the Township of Medford. Yes \_\_\_\_ No \_\_\_\_
- 2.14 The vendor shall employ a combination of electronically transmitted and computer-generated paper claims submissions, as accepted by the various insurance carriers for the fastest possible reimbursement to the Township of Medford. Additionally, the vendor shall be required to produce a monthly report that will reflect that these submissions have occurred as specified.
- 2.14.1 The vendor is required to impute and produce billing to the insurance company and/or the appropriate party within ten (10) business working days of receipt of documentation from the Township of Medford. Yes \_\_\_\_ No \_\_\_\_
- 2.14.2 The vendor shall be required to notify the patient that their insurance company has been billed for said services rendered by the Township of Medford. Said notification shall be in compliance with insurance regulations of the State of New Jersey. Yes \_\_\_\_ No \_\_\_\_
- 2.14.2.1 If said claim has not been paid within **thirty (30) days**, the vendor shall be required to contact the respective insurance carrier to determine the status of the claim. In addition, the vendor shall send a notice to the patient informing them that thirty (30) days has passed since the billing, that the bill has not been paid by the insurance carrier, and that the patient should contact their insurance carrier as soon as possible to resolve this outstanding obligation. Yes \_\_\_\_ No \_\_\_\_
- 2.14.2.2 If said claim has not been paid within **sixty (60) days**, the vendor shall be required to contact the respective insurance carrier to determine the status of the claim. In addition, the contractor shall send a notice to the patient informing them that sixty (60) days has passed since the billing and that the bill has not been paid by the insurance carrier as soon as possible to resolve this outstanding obligation. If said claim is not paid in thirty (30) days of this notice, the bill in the full amount shall then become the full responsibility of the patient. Yes \_\_\_\_ No \_\_\_\_

2.14.2.3 All invoices requesting payment shall identify that all checks are to be made payable to the Township of Medford, 1 Firehouse Lane, Medford, New Jersey 08055. Yes \_\_\_\_ No \_\_\_\_

- 2.15 Bids shall be accepted on a percentage of the money received, not billed out. Should the Township of Medford decide to cancel a charge for some reason the contractor shall cease billing and receive no payment for that specified account and amount. Yes \_\_\_\_ No \_\_\_\_
- 2.16 The vendor shall be required to have an office and/or a delivery site located within thirty (30) miles from the borders of the Township of Medford. This requirement is necessitated due to the required deliveries by the Township of Medford and the annual audit and review of records by the Township Auditors and Representatives. Yes \_\_\_\_ No \_\_\_\_
- 2.17 Weekly Pick-Ups - The successful bidder shall be responsible for picking up and/or collecting the required data, on a weekly basis through either a common carrier and/or through their own representative. If necessitated, the Township of Medford may choose to forward materials on a semi-weekly basis (twice a week) to the successful bidder, if it is deemed in the best interest of the Township of Medford to do so. The contractor shall then properly code all services to verify insurance information, addresses, etc. Patient supplied insurance forms shall be completed and sent as required. All billings shall first be submitted to the patient's insurance provider, Medicare or Medicaid. Amounts not paid through insured claims shall be billed to the patient directly. The vendor shall comply with the billing outlined in Sections 2.14.1 – 2.14.2. Yes \_\_\_\_ No \_\_\_\_
- 2.18 The successful bidder shall provide either a local and/or a toll-free long-distance telephone line to provide prompt responses to patients' questions regarding services rendered and charges billed. Telephone receptionist shall have quick access to patients' records and be trained and qualified in this service. Sufficient lines shall be provided so as to provide adequate customer service. The vendor shall only employ fully trained and qualified individuals that are capable of servicing the various needs of the potential callers. Yes \_\_\_\_ No \_\_\_\_
- 2.19 Payments shall be made directly to the Township of Medford, for receipting and bookkeeping purposes. The Township of Medford shall supply the vendor with a listing or document of all payments received in a timely fashion. All invoices requesting payment shall identify that all checks are to be made payable to the Township of Medford. Yes \_\_\_\_ No \_\_\_\_
- 2.20 The vendor shall be responsible for costs associated with access to emsCharts for the performance billing. Yes \_\_\_\_ No \_\_\_\_
- 2.20.1 Vendor shall show proficiency in use of emsCharts to the satisfaction of the Township of Medford. Yes \_\_\_\_ No \_\_\_\_
- 2.21 Each bidder shall be requested to furnish with their bid package, samples of all the reports that could be furnished in connection with the service being proposed. The contractor shall fully describe the purpose and the data that would be contained in each report. Yes \_\_\_\_ No \_\_\_\_

**2.21.1 Required Reports**

2.21.1.1 **Billing Report, which shall include the following:**

- 2.21.1.1.1 Account Number
- 2.21.1.1.2 Patient's Name
- 2.21.1.1.3 Insurance Code
- 2.21.1.1.4 Amount of Billing
- 2.21.1.1.5 Date of Service
- 2.21.1.1.6 Date of Billing
- 2.21.1.1.7 Status

2.21.1.2 **Receipt Report, which shall include the following:**

- 2.21.1.2.1 Account Number
- 2.21.1.2.2 Patient's Name
- 2.21.1.2.3 Insurance Code
- 2.21.1.2.4 Amount of Payment
- 2.21.1.2.5 Date of Payment
- 2.21.1.2.6 Status

2.21.1.3 **Adjustment Report, which shall include the following:**

- 2.21.1.3.1 Account Number
- 2.21.1.3.2 Patient's Name
- 2.21.1.3.3 Insurance Code
- 2.21.1.3.4 Adjustment Code
- 2.21.1.3.5 Amount of Adjustment
- 2.21.1.3.6 Status

2.21.1.4 **Receivable Report, which shall include the following:**

- 2.21.1.4.1 Account Number
- 2.21.1.4.2 Patient Name
- 2.21.1.4.3 Service Date
- 2.21.1.4.4 Billing Date
- 2.21.1.4.5 Receipt Date
- 2.21.1.4.6 Adjustment Amount
- 2.21.1.4.7 Balance Due
- 2.21.1.4.8 Status

2.21.2 Reports shall be closed out at the end of each month and delivered to the Township of Medford by the tenth (10) day of the following month. All year end reports shall be closed out on December 31<sup>st</sup> and forwarded to the Township of Medford by the tenth (10<sup>th</sup>) day of the following month. Yes \_\_\_\_ No \_\_\_\_

- 2.22 The Township of Medford shall be able to receive and obtain upon request from the contractor, any of the financial reports generated by the computer system within five (5) business days.  
Yes \_\_\_\_ No \_\_\_\_
- 2.23 By the tenth (10<sup>th</sup>) of each month, the contractor shall submit a voucher showing the total amount of money collected by the Township of Medford and the percentage the Township of Medford owes to the contractor for the preceding month. Yes \_\_\_\_ No \_\_\_\_
- 2.24 By the tenth (10<sup>th</sup>) of each month, the contractor shall send a report listing the open non-collected accounts, which are to be submitted to the collection agency. Any additional information concerning the patient, which should be useful to the collection agency, shall be included in the report. Yes \_\_\_\_ No \_\_\_\_
- 2.25 If the contractor is replaced in any subsequent contract, all open accounts shall be closed on the one-hundred and twentieth (120<sup>th</sup>) day following the end of the contact term. A complete list of all open accounts, including addresses, along with any written correspondence, shall be provided to the Township of Medford. This list shall provide a full history of each account. The list shall be assigned to collections or assumed by the current contractor for follow-up billing, as determined by the Township of Medford. Payments shall be credited to the account of a billing agency based on the return envelopes received. Yes \_\_\_\_ No \_\_\_\_
- 2.26 The vendor shall provide, when requested by the Township of Medford, aged receivable reports, which shall list and include each payer's outstanding balances listed according to the original aging date; the address of the patient; the insurance company of record; and any other relevant information. The Township of Medford shall retain the right and ability to review the status of said reports on demand or on a scheduled basis, as determined by the Chief Financial Officer.  
Yes \_\_\_\_ No \_\_\_\_
- 2.27 The bidder shall furnish with their bid package, on a separate attachment, a full description of the handling of incomplete data from the Township of Medford, denied claims, partial reimbursements by payer type, undeliverable mail, and accounts in arrears.  
Yes \_\_\_\_ No \_\_\_\_
- 2.28 The bidder shall furnish with their bid package, on a separate attachment, a full description of their policies and procedures for the protection of the confidentiality of all the Township of Medford's records in their possession. Yes \_\_\_\_ No \_\_\_\_
- 2.29 All documents and reports shall remain the property of the Township of Medford.  
Yes \_\_\_\_ No \_\_\_\_
- 2.30 If directed by the Township of Medford, the vendor shall be required to have the accounts audited by the Township Auditor. This audit shall be performed annually with compliance reviews on a need-be basis. All costs associated with this portion of the contract shall be the sole responsibility of the Township of Medford. Yes \_\_\_\_ No \_\_\_\_

- 2.31 The Township of Medford and the successful vendor shall be required to meet on a quarterly basis to discuss any problems or concerns associated with this contract. The Township Manager shall establish this schedule. Yes \_\_\_\_ No \_\_\_\_
- 2.32 The contractor shall fully comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, P.L .104-191 (HIPAA). Yes \_\_\_\_ No \_\_\_\_

### 3 TERM OF THE CONTRACT

- 3.1 **This contract shall be for a period of twelve (12) months** and shall commence on September 1, 2024 and continue through August 31, 2025.
- 3.2 **Option to Renew** - The Township of Medford reserves the right to renew this Contract for a period of an additional twelve (12) months. This option for renewal shall be at the Township's sole discretion and shall be enacted by the recommendation of the Township Manager and the approval of the Township Manager.
- 3.3 The total term of the contract shall not exceed a period of twenty-four (24) months, including extensions.
- 3.4 The Township of Medford may, at any time during the contract period, terminate the Contract by giving thirty (30) days' notice in writing to the Contractor of its intention to do so.

### 4 AWARD AND CONTRACT START-UP

- 4.1 The Township of Medford intends to award a contract for the said services, as indicated herein, upon receipt of competitive bids. Following the receipt of bids, the Township Manager shall carefully review all submissions and make recommendations for their consideration. The Township of Medford shall either adopt a resolution of award or reject the bids, setting forth the reasons therefore, as prescribed by law. The successful bidder shall be offered a contract to incorporate the terms of these specifications and set forth any particulars resulting from the bid process. The Township of Medford shall supply the form of said contract to the successful bidder, whose duly authorized representative shall sign and attest to same, returning the Contract to the Township of Medford's Municipal Clerk, who shall secure the required Township Officials signatures. A copy of the fully executed Contract shall be supplied thereafter by the Township of Medford to the successful bidder.
- 4.2 All prospective bidders shall be qualified and licensed to do and perform business in the State of New Jersey.
- 4.3 The successful bidder shall be required to indemnify and hold the Township of Medford harmless from and against any and all liabilities arising from professional liability claims. The bidder shall be required to carry in addition to the insurance outlined in Instructions to Bidders, Section V, Professional Liability Insurance in the amount not less than \$500,000.00, and shall be required to furnish proof of such coverage at the time specified by the Township of Medford prior to the award of the Contract.

- 4.4 The successful bidder shall not assign nor sublet this Contract in whole or in part without the written consent of the Township of Medford.
- 4.5 Any exceptions to these specifications shall be noted in writing and in detail at the time of the bid submission. Exceptions shall be attached to the front of the bid document, clearly identified as **“Exceptions to the Specifications”**, and shall be signed and dated by a responsible representative of the bidder.

## 5 PAYMENT

- 5.1 Payment shall be made within forty-five (45) days after the submission of bills by a properly executed voucher to the Township of Medford in the manner required of municipalities in the State of New Jersey. Voucher forms shall be supplied by the Township of Medford. All vouchers shall be duly signed by the vendor in the spaces provided for **“claimant’s declaration”** and shall be submitted to the Township of Medford for processing.
- 5.2 All invoices issued by the successful bidder shall make references to the Township’s Purchase Order number, which shall be issued by the Township of Medford at the time of the award of Contract and subsequently from time to time, as may be required.

## 6 OWNERSHIP OF RECORDS

- 6.1 The Township of Medford shall retain the ownership rights to all records and reports that are utilized and generated in connection with the execution of this Contract.
- 6.2 No records and/or reports shall be released without the prior written approval of the Township Manager.
- 6.3 All records shall be maintained in accordance with the prescribed N.J. State Statutes pertaining to Record Retention and for a period not less than six (6) years. No records shall be disposed of without first obtaining approvals from the Township Clerk, the Township Auditor and the State of New Jersey’s Department of State, Division of Archives and Records Management.
- 6.4 The successful bidder shall be required to provide the following services to the Township of Medford on a monthly basis:
  - 6.4.1 All pertinent records shall be scanned onto a CD-Rom or USB Drive. Two (2) copies shall be required.
  - 6.4.2 This service shall include the removal of staples, scanning and shredding of all documents after the prescribed time period, as stipulated in the N.J. State Statutes pertaining to Record Retention.

**Exception(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The Bidder should attach additional pages if additional space is necessary)

**IV**

**TOWNSHIP OF MEDFORD**

**Purchase of Emergency Medical Billing Services**

**FORM OF PROPOSAL**

The undersigned, as bidder, declares that they have carefully examined the specifications and is familiar with the work to be bid and will supply the item/service requested for the prices specified to the Township of Medford, 1 Firehouse Lane, Medford N.J. 08055

**Total Commission to be paid to Bidder**

Emergency Medical Billing Services, percentage of collections to be received by the bidder

**BID PRICING:**

Year 1 \_\_\_\_\_% of cash received

Year 2 (optional) \_\_\_\_\_% of cash received

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



V

TOWNSHIP OF MEDFORD

Purchase of Emergency Medical Billing Services

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

Legal Name of Bidder: \_\_\_\_\_

- I certify that the list below contains the names and home address of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

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

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Listed below are the names and addresses of all stockholders, partners or individuals who own ten percent (10%) or more of its stock of any class, or who owns ten percent (10%) or greater interest therein. Sign and notarize the form below, and if necessary, complete the stockholder list below.

**Stockholders:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of: \_\_\_\_\_

\_\_\_\_\_

(Affiant Signature)

\_\_\_\_\_

\_\_\_\_\_

(Print Name & Title of Affiant)

My Commission Expires: \_\_\_\_\_

(Seal)

VI

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
*(name of affiant)* *(name of municipality)*

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
*(title or position)* *(name of the firm)*

\_\_\_\_\_ the bidder making this Proposal for the bid entitled

\_\_\_\_\_, and that I executed the said proposal with  
*(title of bid proposal)*

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Medford 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of: \_\_\_\_\_

\_\_\_\_\_

(Affiant Signature)

\_\_\_\_\_

\_\_\_\_\_

(Print Name & Title of Affiant)

My Commission Expires: \_\_\_\_\_

—

(Seal)

**VII**

**TOWNSHIP OF MEDFORD**

**Purchase of Emergency Medical Billing Services**

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 the 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 or sex.

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

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

The contractor or subcontractor agrees to attempt 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 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 regards to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and EEO for conducting a compliance investigations pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VII  
AFFIRMATIVE ACTION QUESTIONNAIRE ON  
PROCUREMENT AND SERVICE CONTRACTS

**Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, MUST be submitted with the Bid Proposal:**

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Medford.
  - (1) An existing federally approved or sanctioned affirmative action program.
  - (2) A Certification of Employee Information Report Approval.
  - (3) If the Contractor cannot present "1" or "2", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available by the Township of Medford.

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The following must be answered by all contractors.

- 1. Do you have a federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - A. If yes, please submit photostatic copy of such certificate.
- 2. Do you have a State Certificate of Employee Information Report approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - A. If yes, please submit photostatic copy of such certificate.
- 3. Have you completed Employees Information Report (Form AA302)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - A. If yes, please submit photostatic copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

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

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

NOTE: A Contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirement of P.L. 1975, c.127 (N.J.A.C. 17:27).



**TOWNSHIP OF MEDFORD**  
**Purchase of Emergency Medical Billing Services**

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

The contractor and the Township of Medford, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”), 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 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 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 an 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, indemnity, 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 an other provisions of the Agreement or otherwise at law.

## VIII

### TOWNSHIP OF MEDFORD

## Purchase of Emergency Medical Billing Services

### New Jersey Business Registration Certificate

### Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and supplier\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> 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. 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 <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

IX

TOWNSHIP OF MEDFORD

Purchase of Emergency Medical Billing Services

CHECKLIST FOR BID SUBMITTAL

		YES	NO
1.	Bid Specifications	_____	_____
2.	Completed Bid Proposal Form	_____	_____
3.	Addendum (if appropriate)	_____	_____
4.	Disclosure Statement, Stockholder/Partnership	_____	_____
5.	Non-Collusion Affidavit	_____	_____
6.	New Jersey Business Registration Certificate	_____	_____
7.	Tax Payer Identification Number and Certification (IRS form W-9)	_____	_____
8.	Separate Sheet of Paper Demonstrating Equivalency (If applicable)	_____	_____
9.	Affirmative Action Forms	_____	_____
10.	Disclosure of Investments Activities in Russia Belarus and Iran	_____	_____
11.	Bid Guarantee	_____	_____