



TOWN OF WEST NEW YORK

**TOWN OF WEST NEW YORK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**Competitive Contracting
Request for Proposals for:**

"Emergency Medical Services 3rd Party Billing"

Opening: February 11, 2025 at 10:00 AM

**TOWN OF WEST NEW YORK
COUNTY OF HUDSON, STATE OF NEW JERSEY
NOTICE TO PROPOSERS**

NOTICE IS HERE BY GIVEN that sealed Proposals will be received by the Board of Commissioners of the Town of West New York, County of Hudson, State of New Jersey on **February 11, 2025 at 10:00 a.m.** prevailing time in the Town Clerk's Office in the Municipal Building, 428-60th Street, West New York, N.J. for:

“Third-Party EMS Billing Services”

The Request for Proposals (RFP) may be obtained at the Purchasing Agents Office, Municipal Building, 428-60th Street, Rm 10, West New York, N.J. during regular business from 9:00 a.m. to 4:00 p.m.

Each Proposal must be enclosed in a sealed envelope bearing the name and address of the proposer, be addressed to the Town of West New York and plainly marked **“Third-Party EMS Billing Services”**

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The Town intends to award any contract for these services pursuant to N.J.S.A. 40A:11-4.1b(2).

The Town reserves the right to reject any and all proposals and to waive any informality in the proposals, in accordance with applicable law.

Dated: January 8, 2025

By Order of the Mayor and Board of
Commissioners of the Town of West New York

Adelanny Plaza, RMC
Town Clerk

I. GENERAL SPECIFICATIONS

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL FOR EMS THIRD PARTY BILLING SERVICES

1. **TOWN OF WEST NEW YORK FACTS AND FIGURES** – The Town of West New York is located in Hudson County New Jersey. West New York EMS is a licensed entity by the New Jersey Department of Health and has a fleet of five (5) ambulances. The Town’s population is approximately 52,912 based upon 2020 census, and it consists of approximately 1.33 square miles of area.

Historical transported patients:

2014 – 3,674
2015 – 3,586
2016 – 3,631
2017 – 3,580
2018 – 3,470
2019 – 3,670
2020 – 3,386
2021 – 3,646
2022 – 3,950
2023 – 3,863
2024 – 4,263

2. **NATURE OF SERVICES** – The Town of West New York is requesting proposals from qualified individuals and firms to provide Billing Services for the Town of West New York Emergency Medical Services (EMS).

Proposers should educate itself further with regard to additional statistical information, which it may need to prepare its proposal.

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

- a. Four (4) Official copies of the proposal must be submitted. The Copies must be labeled Legal Department; Purchasing Department; EMS Department; & The Town Clerks Office.
- b. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- c. The age of the proposer’s firm and the average number of employees over the past three years;
- d. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- e. Supply a list of at least five (5) similar size governmental agencies with engagements where services of the types being proposed are being provided for more than three (3)

years. References with New Jersey government agencies are preferred. Please provide name, phone number, email and billing call volume for each entity, who the Town of West New York may contact.

- f. A detailed plan for providing the proposed services;
- g. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- h. Certificate of insurance listing the Town of West New York as additional insured as required in this proposal.
- i. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Town's facilities;
- j. An Affirmative Action Statement (copy of form attached);
- k. A completed Non-Collusion Affidavit (copy of form attached);
- l. A completed Owner Disclosure Statement (copy of form attached);
- m. A statement that the proposer will comply with the General Terms and Conditions required by Town and enter into the Town of West New York's standard Professional Services Contract;
- n. A copy of the proposer's Business Registration Statement (prior to award of contract);
- o. A representation that all services will be performed within boundaries of the United States of America.

4. **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL**

a. **SCOPE OF SERVICE**

- i. Electronically bill commercial insurers and Medicare/Medicaid for basic life support, emergency medical services, and other future services provided by the Town of West New York; utilizing software compatible with emsCharts (or other electronic patient care reporting software as specified by the Town of West New York, within two business days of receipt of electronic or paper run report. Open accounts will be invoiced at the date of data input or import as well as at 30, 60 and 90 days from the date of data input or import.
- ii. The cost of the electronic patient care reporting software (to be chosen by the Town of West New York) will be the responsibility of the contractor.
- iii. At 90 days, unpaid bills to insurers shall be researched, and should missing or inaccurate information be determined as the cause for non-payment, the vendor

shall obtain and/or correct the information needed to submit a “clean” claim. As required during the contract period, by the Town of West New York, the vendor will mail letters to solicit further information from patients when not enough information was previously acquired to submit a clean third-party claim.

1. Said letters will be developed by the contractor and subject to approval by the Town of West New York before and during their use.
- iv. Deposit funds to Town of West New York ’s designated bank account within one (1) business day of receipt of funds.
- v. Pay all postage and shipping costs of call sheets and all other documents or reports.
- vi. Provide reports listed in Attachment “A”
- vii. Provide HIPAA compliance and documentation compliance training as required to the Town of West New York Emergency Medical Services (EMS) staff.
- viii. The contractor shall be capable and required to assume billing with the intervention of advance life support units if requested by the Town of West New York during the contract period. This includes and requires that the vendor currently possess the capability of Medicare part-B billing and reporting.
- ix. The contractor will maintain its systems on an ongoing basis to be capable of submitting acceptable error free claims for all third-party insurers insuring payment for Town of West New York EMS patients.
- x. The contractor’s authorized employee representative shall meet with a representative of the Town of West New York Emergency Medical Services at a location mutually agreeable to both the contractor and the Town on an “as needed” basis to review receivable history and call processing.
- xi. The contractor shall assume responsibility for processing and collection of all outstanding balances greater than 90 days old from the date of inception of this contract. The contractor shall further assure the orderly and timely importation of data from these prior transports into its reimbursement software system. Any costs for this importation shall be assumed by the contractor.
- xii. The contractor acknowledges that all balances due for services rendered not received by the Town of West New York ’s Emergency Medical Service more than 90 days after the initial date of service (the transportation date) may be subject to reassignment to a new contractor should a new contract for reimbursement services be executed.
- xiii. The contractor acknowledges that a written record of all account activity during

the period of this contract must be furnished to the Town of West New York, in a format agreed upon by the Town of West New York, prior to the release of any final payments due to the contractor. This written record shall include, but not be limited to all open accounts and activity to date, all closed accounts and activity to date, and all outstanding balances per insurer and patient. Additionally, contractor will provide a written detail of all contacts with each patient and insurer. This record will be provided within 60 days of the expiration of this contract. The contractor will not attempt or perform any processing or collection of any claims on behalf of the Town of West New York beyond 60 days of the expiration of this contract.

- xiv. The contractor shall receive hospital face sheets and Authorization of Benefits forms, signed by the patient or patient's authorized representative, either electronically or paper from hospitals or from the Town of West New York 's EMS staff. The contractor shall scan these documents and attach them electronically to the patient care report within emsCharts (or other electronic patient care reporting software as specified by the Town of West New York).
- xv. The Contractor shall provide a detailed description of the proposer's approach to revenue cycle management, including claims submission, denial management, and accounts receivable follow-up.
- xvi. The Contractor shall provide Fee structure for RCM services, expressed as a percentage of cash collected, clearly defined and competitive within the industry.

b. Performance and Deliverables:

Proposals should include measurable metrics for success and demonstrate how the inclusion of RCM and ancillary services will result in increased financial collections, improved compliance, and enhanced operational performance.

5. REQUIRED DOCUMENTATION OF QUALIFICATIONS

- a. Describe and list locations of all offices.
- b. List all staff, job title, and job description. Include vitae of all managers and supervisors.
- c. Describe and list IT and software specifications for equipment and software proposed to be utilized in the processing of Town of West New York claims.
- d. Certify compatibility of billing software with emsCharts (or other electronic patient care reporting software as specified by the Town of West New York).
- e. Provide a copy of valid certification as a Third-Party Billing Service and license issued pursuant to NJSA 17B:27B-1.
- f. Provide documentation of active/current Certified Ambulance Coder certification (as

provided by the National Academy of Ambulance Coding) for proposed vendor staff utilized in processing of claims.

- g. Provide documentation (Certificate of Insurance) indicating the following minimum insurance coverages for the proposed period of this contract, specifically including:
 - i. Commercial General Liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Excess Liability, \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Professional Liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Proof of Cyber Liability coverage \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; statutory Workers compensation insurance.

6. COMPENSATION

- a. Vendor will receive a fixed percentage of all revenue received through all billing services.
- b. Vendor will “write off” open accounts only upon written authorization of the Town of West New York.

7. REFERENCE’S

- a. Supply a list of at least ten (10) similar size governmental agencies with engagements where services of the types being proposed are being provided for more than three (3) years. References with New Jersey government agencies are preferred. Please provide name, phone number, email and billing call volume for each entity, who the Town of West New York may contact. Include at least one (1) prior client that has discontinued your services in the past three (3) years.

8. Evaluation Criteria

Criteria	Weighting Factor	Points 1-5 (5 is the highest)
1- TECHNICAL CRITERIA Vendor’s proposal demonstrates a clear understanding of the scope of work and related objectives	30%	1-5
2- MANAGEMENT CRITERIA History and experience in performing similar work. Availability of personnel, facilities, and equipment. Qualification and experience of personnel. Significant experience representing Government entities of similar budget.	30%	1-5
4 – COST CRITERIA	40%	1-5

8. What is competitive contracting?

Prospective respondents are hereby notified that this is a Competitive Contract under the NJ Local Public Contracts Law, the Town of West New York has chosen this solicitation method in order to select a contractor using price and other factors. The final term of the contract may be for an initial term of two years and up to three (3) additional one-year option year(s) at the Town's sole discretion. The total contract period shall not exceed five years.

Respondents are directed to read all of the mandatory requirements and ensure a complete submission so that each proposal can be evaluated in accordance with Management, Technical, and Cost Criteria, however you may and should include additional information to ensure that all evaluators have enough information to score your proposals accordingly.

ATTACHMENT “A”

Reporting Module

Standard Reports are generated through all modules and custom reports are built according to Town of West New York specifications.

Types of Standard Monthly Reports are:

1. Billing Accounts Receivable Reconciliation Report (30/60/90-day status by claim and by insurer)
2. Open Accounts Report (by claim and by insurer)
3. Closed Accounts Report (by claim)
4. Patient Summary Report (by patient, not claim)
5. Billing Receivables Report (by insurer and claim)
6. Accounts Requested to be Referred to Collection Report
7. ALS Billing to MICU Project
8. Payer mix (by month and YTD)
9. Average days to payment (by insurer)
10. Contractual Allowance (by claim and by insurer)
11. Trip summary report (to include month by month charges, payments, billable trips charges per trip, cash per trip)

COST PROPOSAL FORM

Per section 6, all respondents are required to submit percentage of revenue collected based on amount billed as follows;

“Vendor will receive a fixed percentage of all revenue received through all billing services. Furthermore, vendors will “write off” open accounts only upon written authorization of the Town of West New York.”

The contract shall be executed with the successful respondent for an initial term of two (2) years commencing no later than 45 days after award of the contract by the Commissioners of the Town of West New York. Additionally, there shall be up to three (3) one-year option period(s) executed at the sole option of the Town. Rates should be fixed during the full term of this agreement.

Percentage of revenue collected based on amount billed in numbers: _____

Percentage of revenue collected based on amount billed in words: _____

Signature: _____

Name of individual completing this form: _____

Title: _____

In completion of this form, I hereby affirm to the Town of West New York, that I have read and understand the RFP and that I/or my firm shall perform the scope of services contracted for 3rd party EMS billing as specified for the percentage as stated above.

III: FORMS

TOWN OF WEST NEW YORK REQUEST FOR PROPOSAL CHECK LIST

THE FOLLOWING LISTED ITEMS MUST ACCOMPANY THIS REQUEST FOR PROPOSAL UNLESS NOTED OTHERWISE IN THE INSTRUCTIONS AND REQUIREMENTS: *THIS FORM IS FOR YOUR INTERNAL USE ONLY.* **NO BID GUARANTEE/BOND IS REQUIRED**

1. ___ Proposal Form
2. ___ Exhibit A - Mandatory Equal Employment Opportunity Language
3. ___ Affirmative Action Compliance Notice
4. ___ Americans with Disabilities Act of 1990 Acknowledgement
5. ___ Statement of Ownership Disclosure
6. ___ Non-Collusion Affidavit properly notarized
7. ___ Affidavit of Disbarment, Suspension and Disqualification
8. ___ Hold Harmless Agreement
9. ___ Capability Information and Affidavit Sheet(S)
10. ___ Disclosure of Investment Activities in Russia Belarus (prior to the award of contract)
11. ___ Disclosure of Investment Activities in Iran (prior to the award of contract)
12. ___ Vendor Information Sheet
13. ___ Notice of Receipt of Addenda
14. ___ State of New Jersey Business Registration Certificate (prior to the award of contract)
15. Executed Contract (after award)

The undersigned hereby acknowledges the above listed requirements:

Authorized signature and title

Print Authorized name and title

ATTENTION: Contractors should not submit their own form of disclosure statement or Non-collusion Affidavit. Use only the forms supplied, or proposal may be rejected.

CONTRACTORS INFORMATION SHEET

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the Proposal and agrees, if this Proposal is accepted, to furnish and deliver services per the following:

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING PROPOSAL: _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per Schedule of Values for this contract.

Name of Contractor: _____

Signature of Contractor: _____

Title: _____

Print Name: _____

Date: _____

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

Notary Public
State of New Jersey
My commission expires:

Town of West New York

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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, sex, 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 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 or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

EXHIBIT A
(continued)

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Phone Number: _____

TOWN OF WEST NEW YORK

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) *A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);*

OR

- (b) *A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;*

OR

- (c) *A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.*

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her Proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

TOWN OF WEST NEW YORK

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

The contractor and the Town, (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.

AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT
Equal Opportunity for Individuals with Disability (continued)

It is further greed 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 law.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

TOWN OF WEST NEW YORK

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the 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	Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,

PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Contractor 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	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 proposer; that the Town of West New York 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 the Town to notify the Town 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 Town to declare any contract(s) resulting from this certification void and unenforceable.

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

**Town of West New York
TOWN OF WEST NEW YORK**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWN OF _____ SS:

I certify that I am _____ of the firm of _____ the Contractor making the bid for the above-named project with full authority to do so; and I state that the 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 / or material bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Town of West New York relies upon the truth of the statement contained in said bid and in the statement contained in this Affidavit in awarding the contract for the said project and / or material bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an 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 Bidder.

(Signature of respondent) SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

TOWN OF WEST NEW YORK

**VENDOR'S AFFIDAVIT INDICATING THEY ARE
NOT DEBARRED, SUSPENDED AND DISQUALIFIED**
BY THE STATE OF NEW JERSEY
TOWN OF WEST NEW YORK COUNTY OF HUDSON

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

I am _____, an officer of the firm for the above named work, and that
I executed the said Proposal with full authority to do so; that said Vendor at the time of making of
this Proposal is not included on the State of New Jersey, Department of the Treasury, Division of
Property Management & Construction List of Debarred, Suspended and Disqualified Contractors
and that all statements contained in said Proposal and in this Affidavit are true and correct, and
made with the full knowledge that the Town relies upon the truth of the statements contained in
said Proposal and in statements contained in the Affidavit in awarding the contract for said work.

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

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

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

Subscribed and Sworn before me this _____ day of _____, 202_.

Notary Public

TOWN OF WEST NEW YORK
HUDSON COUNTY, NEW JERSEY
HOLD HARMLESS AGREEMENT

FOR

(enter bid or RFP title above)

BETWEEN:

The Town of West New York
428 – 60th Street
West New York, NJ 07093

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Town of West New York.
2. The Contractor agrees to indemnify and hold harmless the Town of West New York, and the Mayor and Board of Commissioners of the Town of West New York, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including reasonable attorneys' fees to which the Town of West New York may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, breach of contract, or by or in consequence of any neglect or omission on the part of the Contractor whether intentional or unintentional, or in the absence thereof, by anyone directly or indirectly employed by the Contractor, and for whom the Contractor is liable or responsible.
3. The Contractor shall defend, indemnify and hold harmless the Town, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, of any type whatsoever, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error, or omission or failure to perform the Goods and/or Services by the Contractor or anyone performing the Goods and/or Services on behalf of the Contractor, (b) any personal injury or damage to property that may arise out of, or result from the Contractor's acts or

omissions in performing the Goods and/or Services, (c) any breach of the Agreement, or a breach of the implied covenant of good faith and fair dealing, by the Contractor or anyone performing the Goods and/or Services on behalf of the Contractor, or (d) the Contractor's failure to comply with any statute, regulation, ordinance, rule, code or applicable law.

- 4. The Contractor shall hold the Town of West New York harmless for damages to the Contractor's equipment utilized during the term of this Contract.
- 5. Provide documentation (Certificate of Insurance) indicating the following minimum insurance coverages for the proposed period of this contract, specifically including:

Commercial General Liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Excess Liability, \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Professional Liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; Proof of Cyber Liability coverage \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; statutory Workers compensation insurance.

Signed this ___ day of _____, 202_.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

TOWN OF WEST NEW YORK

CAPABILITY INFORMATION AND AFFIDAVIT

The Vendor shall provide the following information which should clearly match the section numbering and titles below. The proposal should be clear, factual and concise. This will facilitate review and evaluation.

The Vendor may utilize as many additional sheets as necessary and submit supplemental information which it feels may be useful in evaluation of its proposal.

1. Basic Company Information:

- Company name
- Number of years in business
- Names of firm owner(s) and management team
- Principal activities
- Locations of the principal office, and the office(s) that would provide services

2. Personnel Information

- Number of technical staff in the firm, by area of responsibilities.
- The identity and the professional credentials, professional licenses and resumes of key personnel to be assigned to the Town, and their areas of responsibilities.

3. Legal issues – list and explain:

- Any judgments within the last three (3) years in which the vendor has been adjudicated liable for professional malpractice.
- Any bankruptcy or reorganization proceedings in the last ten (10) years.
- All immediate relatives of principals of the vendor who are Town's employees or elected officials. For this purpose, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct line aunt or uncle, grandparent, grandchild and in-laws by reason of relationship.

4. References

Supply a list of at least ten (10) similar size governmental agencies with engagements where services of the types being proposed are being provided for more than three (3) years. References with New Jersey government agencies are preferred. Please provide name, phone number, email and billing call volume for each entity, who the Town of West New York may contact. Include at least one (1) prior client that has discontinued your services in the past three (3) years.

Submit the following information for each client:

- Name of contracting company or government agency
- Project name and description
- Contact person’s name, position, and current email and telephone number
- Dates, cost and scope of services
- Current status and any additional comments

5. Subcontracting

- Describe any services that may be subcontracted to provide services to the Town.
- Identify all subcontractors the vendor anticipates using.

6. I agree to up to three (3) one-year extensions as described in the specifications if awarded by the Board of Commissioners at the same rate per year.

Yes ___ No ___

7. Exceptions

Any exceptions to the specifications taken.

Yes ___ No ___

Exception(s)

As _____, (Title) of _____
 (“Vendor”) I certify that Vendor has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the Town with the procedures specified in the specification.

 Name (type) of President

 Signature

 Telephone Number

 Fax Number

 Print Witness Name

 Witness Signature

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity'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**

OR

I am unable to certify as above because I or the bidding entity 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____
Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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 below-referenced person or entity. I acknowledge that the Town of West New York in the County of Hudson 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 contracts with the Town to notify the Town 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 agreements(s) with the Town and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

Bidder/Vendor: _____ (signature)

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/>	<hr/>

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

TOWN OF WEST NEW YORK

NOTICE OF RECEIPT OF ADDENDA

The undersigned agrees that the following addenda, which have been issued during the Proposal period, have been received and have been considered before and in preparation of this proposal.

<u>Addenda Number</u>	<u>Date Received</u>
_____	_____
_____	_____

NOTE: FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDUM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL IN ACCORDANCE WITH APPLICABLE LAW

Name of Bidder/Company

By: _____ (signature)
Name/Title