

# Borough of Spotswood

Middlesex County, NJ



**REQUEST FOR PROPOSALS**  
**THIRD-PARTY BILLING SERVICES**  
**FOR**  
**EMERGENCY MEDICAL SERVICES DIVISION**  
**PROPOSALS DUE NO LATER THAN 11:00 A.M.**  
**ON FRIDAY, DECEMBER 17, 2021**

Jackie Palmer, Mayor  
Theodore Ricci, Council President  
Charles Spicuzzo, Councilman  
Larry Kraemer, Councilman  
Edward Lesko, Councilman  
Marylin Israel, Councilwoman

Ryan Michelson, Business Administrator  
Patricia DeStefano, Municipal Clerk  
Victoria Flynn, Borough Attorney  
Douglas Servis, EMS Director

**PUBLIC NOTICE  
BOROUGH OF SPOTSWOOD  
NOTICE OF SOLICITATION OF  
PROPOSALS FOR PROFESSIONAL SERVICES**

Sealed proposals will be received by the Municipal Clerk of the Borough of Spotswood, County of Middlesex, in the second floor conference room at the Municipal Building, 77 Summerhill Road, Spotswood, NJ 08884, for: **Third-Party Billing Services for Emergency Medical Services.**

**Proposal opening date: Friday December 17, 2021, at 11:00 a.m.**

**No proposals will be accepted after that time and date, and any proposals received after such time and date will be returned unopened to the Applicant. Sealed proposals will be publicly opened and read aloud at the address set forth above at that time.**

The Borough of Spotswood is requesting proposals from qualified service providers in accordance with the specifications set forth by the Borough. Specifications and other proposal information may be obtained at the Municipal Clerk's Office, 77 Summerhill Road, Spotswood, NJ 08884 (732-251-0700, ext. 825) between the hours of 9:00 AM – 4:30 P.M.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the Applicant, endorsed with the words "***Third-Party Billing Services - Sealed Submission Enclosed,***" and sent to the Municipal Clerk's Office. Proposals must be delivered prior to the date and time of the proposal opening. All proposals must be delivered to the Municipal Clerk's Office at the above address during normal business hours, 9:00 AM – 4:30 P.M., Monday through Friday. We will not accept proposal packages on weekday holidays when the Municipal Clerk's Office is closed. No other office is authorized to accept proposals. Proposals can be hand-delivered. If using an outside delivery and/or messenger service (i.e., Federal Express, UPS, etc.), please note the following: The Borough will not be responsible for deliveries made prior to or after normal business hours, or to any other office.

Potential providers are required to comply with the requirements of N.J.S.A. 10-5-31, et seq. and N.J.A.C. 17-27-1, et seq.

The Borough reserves the right to reject any or all submissions due to any defects, or waive informalities and accept any submissions that, in their judgment, will be in the best interest of the Borough.

Patricia DeStefano  
Municipal Clerk

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## INSTRUCTIONS AND STATUTORY REQUIREMENTS

### I. SUBMISSION OF PROPOSALS

- A. Sealed proposals shall be received by the contracting unit, hereinafter referred to as “Borough of Spotswood” or “Borough” in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
- B. Sealed proposals will be received by the designated representative at the time and location as stated in the **PUBLIC NOTICE** and at such time and place will be publicly opened and read in public. The Borough reserves the right to postpone the date for presentation and opening of proposals.
- C. The proposal shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the Applicant written on the face of the envelope, and (3) clearly marked “Third-Party Billing Services – Sealed Submission Enclosed.”
- D. It is the Applicant’s responsibility that proposals are presented to the Borough at the time and at the place designated. Proposals may be hand-delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If a proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the Borough before the time of opening of proposals may be withdrawn upon written application of the Applicant, who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. The entire proposal section of the submission package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Applicant with original signatures, in accordance with the directions in the RFP. All prices and amounts must be written in ink or, preferably, machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by Borough. Any changes, whiteouts, strikeouts, etc., in the proposal must be initialed in ink by the person signing the proposal.

**G.** Each proposal form must give the full business address, business phone, fax number, e-mail if available, the contact person of the Applicant, and be signed by an authorized representative as follows:

- Proposals 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.
- Proposals 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 the other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

## **II. INTERPRETATION AND ADDENDA**

The Applicant understands and agrees that its proposal is submitted on the basis of the specifications prepared by Borough. The Applicant accepts the obligation to become familiar with these specifications. Applicants are expected to examine the specifications and related proposal documents with care and observe all requirements. Ambiguities, errors, or omissions noted by Applicants should be promptly reported in writing to the appropriate official.

### **A. DISCREPANCIES IN PROPOSALS**

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks shall not be used.
- 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 Borough of the extended totals shall govern.

## **III. BRAND NAMES, STANDARDS OF QUALITY, AND PERFORMANCE**

**A.** Variations between the services described and the services offered are to be fully identified and described by the Applicant on the “Exceptions to Specifications” sheet. The term “Exceeds” or other like terms shall not be acceptable as an explanation of noncompliance. Competitive items must be equal to the standard described and be of the same reputation for quality. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Applicant, it will be presumed and required that the services as described in the proposal specifications be provided or performed.

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- B.** It is the responsibility of the Applicant to document and/or demonstrate the equivalency of the services offered. The Borough reserves the right to evaluate the equivalency of the services.
- C.** In submitting its proposal, the Applicant certifies that the services to be furnished will not infringe upon any valid patent or trademark and that the successful Applicant shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.

#### **IV. INSURANCE AND INDEMNIFICATION**

The Applicant shall indemnify, defend, and save harmless the Borough, at the Applicant's own cost and expense, from and against all losses and all claims, demands, payment, suits, actions, recoveries, and judgements of every nature and description brought or recovered against the Applicant, by reason of any act or omission of the said Applicant, its agents, or employees, in the delivery of goods, execution of the work, or in the guarding of it.

Upon award of the contract, Applicant must provide proof of insurance as follows:

1. General Liability - \$1,000,000
2. Professional Liability - \$1,000,000
3. Crime, including Third-Party Liability - \$50,000
4. Borough shall be named as additional insured with respect to this contract

#### **V. PRICING INFORMATION FOR PREPARATION OF PROPOSALS**

The Borough is exempt from any local, state, or federal sales, use, or excise tax.

#### **VI. STATUTORY AND OTHER REQUIREMENTS**

- A.** The Applicant is to comply with the requirements of P.L. 1975, c.127 (Affirmative Action). The Applicant must provide a copy of a Certificate of Employment Information Report Approval issued by the State of New Jersey Affirmative Action Office and/or a signed copy of attached Mandatory Affirmative Action language.
- B.** The Applicant is to provide a Business Registration Certificate. Applicants are required to comply with the requirements of P.L. 2004, c.57 (Business Registration). A copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue shall be submitted with the proposal.
- C.** N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services

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Proposal Opening Date Friday December 17, 2021

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unless, prior to the receipt of the proposal, accompanying the proposal of said corporation or partnership, a statement shall be submitted setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

D. Disclosure of Investment Activities in Iran.

## VII. METHOD OF AWARD

The Borough reserves the right to award this contract not necessarily to the firm with the lowest proposed price. The successful proposal will be confirmed by the Borough Council, utilizing both price and criteria as outlined in the RFP.

## VIII. TERMINATION OF CONTRACT

- A. It is understood by all parties that if, during the life of the contract, the Applicant disposes of his/her business concern by acquisition, merger, sale and/or transfer, or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In the event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.
- B. The Applicant will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- C. The Borough may terminate the contract for convenience by providing sixty (60) calendar days advance written notice to the Applicant.

## IX. PAYMENT

- A. No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.
- B. Payments will be made in accordance with the Borough's policy and procedures.

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**SPECIFICATIONS FOR BILLING SERVICES  
FOR EMERGENCY MEDICAL SERVICES**

**I. NATURE OF SERVICES**

The Borough of Spotswood is requesting proposals from qualified firms to provide Billing Services for the Borough’s Emergency Medical Services Division (EMS).

**II. PERIOD OF CONTRACT**

The initial contract shall be for a period of two (2) years from execution of the contract. The Borough shall have the option for two (2), one (1) year renewals. Contract renewal after the first two (2) years shall be at the sole discretion of the Borough.

Prior to contract award, the Borough reserves the right to visit the Applicant’s business location to help determine the Applicant’s ability to perform the services as required.

**III. COMPENSATION/COST PROPOSAL**

The successful Applicant shall receive a fixed percentage as indicated on the proposal sheet of all revenue collected (not billed) through the billing process. The percentage submitted shall include all services as required in this proposal package and included in these specifications. Please indicate in the proposal the percentage of revenues being proposed for all services as indicated herein. The Borough shall not pay any additional fees of any kind. If the Borough wishes to cancel an individual charge, the successful contractor shall cease billing and receive no payment for that account.

**IV. STATEMENT OF QUALIFICATIONS & EXPERIENCE**

Submit a Firm Qualifications Statement to include the following:

- Résumé, including number of years in business.
- Describe and list locations of all offices.
- List staff, job title, and job description assigned to the Borough, including résumés.
- Provide true copy of Approval of Application for certification as a third-party billing service and license issued pursuant to NJSA 17b:27b-1.
- Three (3) professional references.

**V. SCOPE OF SERVICES**

**A. THE SUCCESSFUL APPLICANT’S RESPONSIBILITIES SHALL INCLUDE:**

- Electronic filing for Medicare, NJ Medicaid, and commercial insurance companies is a requirement. The Applicant shall electronically bill insurers and Medicare/Medicaid for basic life support emergency management services. Open accounts will be invoiced at 30, 60, and 90 days.
- The Applicant will “write off” open accounts only upon authorization from the Borough of Spotswood’s designated and authorized staff.

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- The Applicant shall provide the Borough with a refund request, including all pertinent information relating to refund payments to patients and/or insurance companies, indicating the refund payee's name, address, and reason for refund.
- Any subpoena request processed through the Borough and sent to the Applicant via fax or mail will be processed by the Applicant and sent to the individual named on the subpoena requesting the medical records.
- The Applicant will keep a log of the medical records sent out in compliance with subpoenas or other legal and HIPAA-compliant requests and will send a copy of the PHI log electronically to the Borough's HIPAA Privacy Officer upon written request.
- Assistance shall also include annual training in areas of Medicare compliance programs, HIPAA compliance, and documentation trainings.
- At forty-five (45) days, unpaid bills to insurers shall be researched and, should missing or inaccurate information be determined as the cause for nonpayment, the Applicant shall obtain and/or correct the information needed to submit a "clean" form.
- The Borough shall select the banking institution to be utilized for the deposit of all checks. Only the Borough shall be authorized to withdraw monies from said account.
- The Borough requires copies of all checks received for services rendered. All funds collected must be deposited within 48 hours in accordance with State law.
- The Applicant is responsible for re-initiating the billing process for any payments returned for insufficient funds, including any bank fees, etc.
- Per Borough Ordinance, any check which is not honored for any reason whatsoever shall incur a returned check fee of \$20.00. If said check is redeposited and again fails to clear, a fee of \$25.00 shall be collected.
- The Applicant shall provide reports as listed in Section VI - Reports.
- The Applicant shall provide HIPAA compliance training to the Borough's EMS employees annually.
- The Applicant shall provide ongoing training to all Borough EMS employees on any new health laws; minimally, once a year.
- The Applicant will be capable and required to assume billing with the intervention of advance life support units if requested by the Borough during the contract period. This includes and requires that the Applicant currently possess the capability of Medicare Part-B billing and reporting. As required during the contract period by the Borough of Spotswood Emergency Medical Services, the Applicant will mail special letters to solicit further information from patients when insufficient information was previously acquired to submit a clean third-party claim. Said letters will be developed by the Applicant and subject to approval by the Borough before and during their use. Cost of postage will be the Applicant's expense.
- The Applicant will maintain its systems on an ongoing basis to be capable of submitting clean, acceptable claims for all third-party insurers, ensuring payment for the Borough EMS patients.
- The Applicant's authorized employee representative shall meet with a representative of the Borough's EMS at the Borough of Spotswood on a quarterly basis or as requested by the Borough to review receivable history and call processing.
- The Applicant shall be responsible for all rejections and appeals and shall pursue all appeals.
- The Applicant acknowledges that any accounts open at the time of contract conclusion must be completed.
- Spotswood residents' insurance providers shall be billed. Furthermore, Spotswood residents shall not be invoiced for any deductibles or balances remaining after all

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insurance payments have been received. Non-residents are responsible for all balances permissible by law and may be pursued, up to and including collections.

- Seven (7) years of records must be maintained for audit purposes by Medicare or any other agency, including the Borough.
- This claim processing is not to be confused with collection of bad debts. At least three (3) collection attempts shall be made, with a written record of same maintained. After three (3) unsuccessful attempts within a reasonable time, the successful Applicant shall return all non-collected billing amounts to the Borough CFO, with no claim for payment against the Borough for the costs involved in the attempt to collect the funds.
- The Applicant shall provide a toll-free as well as a local telephone number in order to provide responses to patients' questions regarding services rendered and charges billed. The Applicant's office staff will be adequate in size, well-trained, and qualified to answer patients' questions. The Applicant is responsible for picking up or paying for overnight delivery of ambulance call sheets at least once weekly.

## **B. PROPRIETARY ELECTRONIC DATA STORAGE SOLUTION**

The Applicant must provide an electronic, HIPAA-compliant data storage solution for Borough EMS documents. The solution must satisfy the Borough EMS record retention policies and procedures for EMS record storage and retrieval. For the duration of the contract, the data storage solution must meet the following criteria:

- All patches and technical updates will be applied by the Applicant at the Applicant's cost.
- All off-premises computer hardware and software will be maintained by the Applicant at the Applicant's expense.
- Provide the ability to save and retrieve any pertinent document. The document may or may not be associated with a particular EMS trip. For instance, Spotswood EMS may save documentation relating to EMS vehicles; State of New Jersey forms, applications, certifications; etc.
- Provide the ability to easily manage and organize saved documents.
- Provide the ability to save and retrieve documents in multiple formats (e.g., Microsoft Excel, PDF, JPG, Microsoft Word, etc.).
- The Applicant's policies and procedures documentation must outline the safeguards to prevent malicious acts which include, but are not limited to, computer viruses, computer worms, spyware, and social engineering.
- The Applicant's policies and procedures documentation must describe the data backup and recovery practices and plans.
- The Applicant's policies and procedures documentation must describe how HIPAA standards are satisfied.
- The Applicant's policies and procedures documentation must describe the safeguards associated with disasters, including, but not limited to, flood, fire, theft of computer equipment, and lightning strikes.
- At the Applicant's expense, provide, install, and configure a scanner to electronically duplicate and save protected versions of paper documents. This process must be simple and efficient (i.e., similar to photocopying a document.)
- The Applicant must agree that all saved documents remain the property of Spotswood EMS.

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## **VI. REPORTS**

The following items will be made available at our request and at no charge to the Borough.

Various Customer Reports:

- Status Reports
- Patient Summary Reports
- Billing Receivables Reports
- Closed Account Reports
- Billing A/R Reconciliation Reports
- NJ Quarterly Trip Statistic Reports
- Pending Bills Reports
- Collection Reports
- Contractor Reports
- Open Account Reports
- Medicare/Medicaid Reports
- ALS Billing to Hospitals

The above will be on a calendar month and calendar year basis, and in a format deemed acceptable to the Borough.

In addition, collections reports shall be supplied weekly which provide the following information on collections received.

Source of monies that were received:

- Insurance payments, medical or commercial, with company name
- Medicare payments
- Individual payments
- Source of any other payments

Samples of all reports are required to be submitted with all proposals.

## **VII. PAYMENT SCHEDULE**

Payments will be made upon the submission of a monthly itemized invoice and the payment required in accordance with the proposal. Payments will be made in accordance with the Borough's policies and procedures.

**PROPOSAL DOCUMENT SUBMISSION CHECKLIST**

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

**Submissions must be received no later than 11:00 a.m. on December 17, 2021**

***The following items, as indicated below (✓), MUST be included with your sealed submission unless otherwise noted. Please initial each item included.***

	Required with submission of proposal (Borough's checkmarks)	Initials
✓	This Checklist	
✓	Cost Proposal for Third-Party Billing Services	
✓	Non-Collusion Affidavit	
✓	Disclosure of Investment Activities in Iran	
✓	Disclosure of Ownership Form	
✓	Copy of NJ Business Registration Certificate	
✓	Mandatory Equal Employment Opportunity Notice Acknowledgement	
✓	Insurance Requirements Acknowledgement	
✓	Indemnity and Hold Harmless Agreement	
✓	Receipt of Addenda Form	
✓	Statement of Qualifications & Experience	
✓	Sample Reports	

**Reminder**

All questions must be submitted in writing prior to December 17, 2021, and directed to:

Ryan Michelson, Business Administrator  
77 Summerhill Road  
Spotswood, NJ 08884  
or via email: [rmichel@spotswoodboro.com](mailto:rmichel@spotswoodboro.com)

Please submit one (1) original and five (5) copies of the **sealed submission**.

Each submission shall be contained in a **sealed envelope** addressed to: Municipal Clerk, Borough of Spotswood, 77 Summerhill Road, Spotswood, NJ 08884 and said envelope shall specify **“Third-Party Billing Services - Sealed Submission Enclosed”**

The submission must be delivered or mailed at the place and time required so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

All proposals must be delivered to the Municipal Clerk's Office at the above address during normal business hours, 9:00 AM – 4:30 P.M., Monday through Friday. We will not accept proposal packages on weekday holidays when the Borough Clerk's Office is closed. NO other office is authorized to accept proposals. Proposals can be hand-delivered. If using an outside delivery and/or messenger service (i.e. Federal Express, UPS, etc.), please note the following: The Borough will not be responsible for deliveries made prior to or after normal business hours, or to any other office.

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**PROPOSAL  
FOR THE FURNISHING OF BILLING SERVICES  
FOR EMERGENCY MEDICAL SERVICES TO  
THE BOROUGH OF SPOTSWOOD,  
COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

Office of the Municipal Clerk  
Borough of Spotswood  
77 Summerhill Road  
Spotswood, NJ 08884

Dear Sir or Madam:

\_\_\_\_\_, Applicant, hereby declares that he/she is, or they are, the only person or persons interested in this proposal as principal or principals; that no other person than herein above named has any interest in this proposal or in the contract proposed to be taken; that this proposal or proposal is made without any connections with any person or persons making a proposal with the same purpose; that the proposal or proposal is in all respects fair and without collusion or fraud; and that no officer nor any person in the employ of the Borough is directly or indirectly interested in this proposal or in the material or work to which it relates or in any portion of the profits thereof; that he/she has, or they have, examined the information for Applicants, form of a contract and specifications; that he/she proposes and agrees, or they propose and agree, if this proposal is accepted that he/she will, or they will, contract to furnish all material and to perform all the work mentioned in said contract and specifications for the following prices, to wit.

\_\_\_\_\_  
Signature of Authorized Agent

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Borough of Spotswood  
Request for Proposals – Third-Party Billing Services  
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**APPLICANT'S COMPENSATION PROPOSAL  
SCHEDULE OF PRICES  
THIRD-PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES**

**DATE: DECEMBER 17, 2021 - TIME: 11:00 A.M.**

DESCRIPTION	PERCENTAGE
PERCENTAGE OF TOTAL REVENUES COLLECTED	

PERCENTAGE WRITTEN IN WORDS: \_\_\_\_\_

The percentage as submitted herein shall include all requirements as set forth in this Proposal.

Are there any exceptions taken? YES \_\_\_ NO \_\_\_

If yes, are all exceptions noted and detailed within this proposal? YES \_\_\_ NO \_\_\_

**Note:** All exceptions are to be fully explained in detail on the Exceptions to Specifications sheet.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
PRINTED/TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
FAX#

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER

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**EXCEPTIONS TO SPECIFICATIONS  
THIRD-PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES**

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APPLICANT NAME

[Type here]

**Borough of Spotswood**  
Request for Proposals – Third-Party Billing Services  
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**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

: SS. \_\_\_\_\_

COUNTY OF MIDDLESEX

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Borough of Spotswood relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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 (N.J.S.A. 52: 34-25):

\_\_\_\_\_  
Name of Professional Service Entity

\_\_\_\_\_  
Signature of Professional

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print name of Affiant and Title)

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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**Borough of Spotswood**  
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**Applicant** \_\_\_\_\_

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**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – PART 1**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity or one of the person's or entity's parents, subsidiaries or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to proposal/renew:**

\_\_\_\_\_ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**and**

\_\_\_\_\_ is not a financial institution that extends \$20,00,000 or more in credit to another person or entity, for 45 days or more, if the person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-reference activities, a detailed, accurate, and precise description of the activities must be provided in Part 2 below under penalty of perjury. 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.**

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**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – 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 proposing person/entity or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outline above by completing the boxes below.

**EACH ENTRY BELOW WILL PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH SUPPLEMENTARY PAGES WITH ANSWERS TO EACH QUESTION FOR EACH ADDITIONAL ENTRY.**

Name \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

Description of Activities \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Applicant Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

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

\_\_\_\_\_  
COMPANY NAME – APPLICANT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

[Type here]



**DISCLOSURE OF OWNERSHIP CERTIFICATION**

**This Statement Shall Be Included with Proposal Submission**

\_\_\_\_\_  
**Company Name**

**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               Other

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

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

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

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

(Type or print name of Affiant and Title)

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of Affiant)

(Corporate Seal)

[Type here]

# Borough of Spotswood

Request for Proposals – Third-Party Billing Services  
Proposal Opening Date Friday December 17, 2021

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## AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the BOROUGH OF SPOTSWOOD (herein referred to as the BOROUGH) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 BOROUGH in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, 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 BOROUGH'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH 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 BOROUGH 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 BOROUGH or any of its agents, servants, and employees, the BOROUGH shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH or its representatives.

It is expressly agreed and understood that any approval by the BOROUGH 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 BOROUGH pursuant to this paragraph.

It is further agreed and understood that the BOROUGH 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 BOROUGH from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

\_\_\_\_\_  
COMPANY NAME – APPLICANT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

[Type here]

**ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

**NJ BUSINESS REGISTRATION**

On June 29, 2004, Governor McGreevy signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue shall be provided prior to a contract being awarded. We would request that you submit a copy with your proposal. This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

***Goods & Services Contracts (including 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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) 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 Act, (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.

[Type here]

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE  
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)**

**GOODS, PROFESSIONAL SERVICES, AND GENERAL SERVICE CONTRACTS**

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

The successful professional service entity shall submit to the Borough of Spotswood, 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. 17:27-1.1 et seq.;  
**OR**
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Borough of Spotswood to be completed by the contractor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Borough of Spotswood during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Borough of Spotswood, and the gold *Contractor* copy is retained by the professional service entity.

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

**The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

\_\_\_\_\_  
COMPANY NAME – APPLICANT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

[Type here]

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT**

Upon award of contract, Applicant must provide proof of insurance as follows:

1. General Liability - \$1,000,000
2. Professional Liability - \$1,000,000
3. Crime, including Third-Party Liability - \$50,000
4. Borough shall be named as additional insured with respect to this contract

***Acknowledgement of Insurance Requirements:***

\_\_\_\_\_  
COMPANY NAME – APPLICANT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (Contractor, Individual, Group) agrees to indemnify and hold harmless the Borough of Spotswood, and/or the Middlesex County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, in case it shall be necessary to file action, arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by \_\_\_\_\_ (Contractor) negligent act or omission, or that of subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Borough of Spotswood and/or the Middlesex County Municipal Joint Insurance Fund is made a direct party to the initial action or claim or is subsequently made a party to the action by third-party pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

\_\_\_\_\_  
Contractor, Individual, Group

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print name of Affiant and Title)

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

[Type here]

**Borough of Spotswood**  
Request for Proposals – Third-Party Billing Services  
Proposal Opening Date Friday December 17, 2021

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**RECEIPT OF ADDENDA**

The Applicant hereby acknowledges the receipt of the following Addenda, if any, distributed by the Architect, Engineer, and/or Borough Official:

NO ADDENDA WAS RECEIVED FOR THIS RFP \_\_\_\_\_

**OR**

ACKNOWLEDGEMENT OF ADDENDA BELOW

Addendum # \_\_\_\_\_ dated \_\_\_\_\_      Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_      Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_      Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_      Addendum # \_\_\_\_\_ dated \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

(Corporate Seal)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print name of Affiant and Title)

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

[Type here]