



**BOROUGH OF ROSELLE**  
210 CHESTNUT STREET  
ROSELLE, NEW JERSEY 07203

**REQUEST FOR QUALIFICATIONS**  
for  
**VISITING NURSE SERVICES**

**PROPOSAL SUBMISSION**

MARCH 13, 2012

**11:00 AM - FINANCE OFFICE**  
**BOROUGH HALL**

Inquiries:  
Ann Marie Whelan, Purchasing Agent  
(908) 474-8444

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING PROPOSAL**

BOROUGH OF ROSELLE  
210 CHESTNUT STREET  
ROSELLE, NEW JERSEY 07203

**CONTACT PERSON**

ANN MARIE WHELAN  
PURCHASING AGENT  
(908) 474-8444

**PURPOSE OF REQUEST**

The Borough of Roselle is requesting Qualifications from qualified individuals and firms to provide Visiting Nurse Services to the Borough. Responses will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

**PERIOD OF CONTRACT**

1 year from time of contract award

**CONTRACT FORM**

The successful proposer shall be required to execute the Borough's form contract, which includes the indemnification, insurance, termination and licensing provisions.

**DETAILED REQUIREMENTS OF THE REQUEST FOR  
QUALIFICATIONS FOR  
VISITING NURSE SERVICES**

**1. NATURE/ SCOPE OF SERVICES** – The Borough of Roselle is requesting Proposals for Visiting Nurse Services. The proposer will be required to perform, but not be limited to, the following services:

**a. Maternal and Child Health**

1. Staff the Roselle Child Health Conference. In this, the nurse will be assisted by a Public Health Aide at all conferences. Services at the Child Health Conference will be based on the current N.J. State Department of Health Publication, “Guidelines for the Child Health Conference”. The nurse will be responsible for data input into the LINCIS Internet System. Children who attend the Child Health Conference and receive immunizations can be their immunizations documented with parental consent in the State’s Immunization Registry.
2. Provide maternal and child health services, both ante-partum and post-partum, including the provisions of information and guidance on physical and emotional aspects of pregnancy to expectant mothers through home visits and conferences. The PROPOSER will also provide health supervision for infants and young children according to established priorities. Health Supervision shall include information and guidance on physical, emotional, nutritional and cognitive development.
3. Maintain an information service and referral procedure to encourage physicians, hospitals and social agencies to refer appropriate cases to Child Health Conference and the PROPOSER for public health nursing services. Referrals will be made, as appropriate to W.I.C. or nutritional services, social services and family planning.
4. Maintain a community outreach and education program to encourage and facilitate early entrance into pre-natal care.
5. Keep records of all services performed and submit reports to the Board of Health.

**b. Communicable Disease Control**

1. Follow-up newly reported cases and delinquent cases according to established priorities.
2. Conduct epidemiological investigations for newly reported cases, contacts and suspects.
3. Disseminate information relative to prevention and control.

4. Conduct periodic surveys (per the Health Officer) to insure that public, parochial and private schools are adhering to State immunization requirements.
5. Keep records of all services performed and submit reports to the Board of Health.

**c. Health Supervision and Rehabilitation**

1. Provide nursing supervision, health maintenance services, referral and follow-up to appropriate community agencies for patients suffering from heart disease, diabetes, arthritis and other conditions requiring long term health guidance.
2. Provide nursing staff to implement clinics and programs, for the general public and older adults, as planned by the Health Officer and provide nursing staff or a Health Maintenance and Monitoring Program for the ambulatory elderly at the Roselle Community Center. Program activities will include:
  - a. Health needs assessment.
  - b. Screening test, i.e., hypertension, diabetes, and rectal colon cancer. Referral to other health care facilities for screenings, such as, cervical cancer.
  - c. Follow-up and make referrals as appropriate for abnormal screening results or for needs identified in the individual's history and/or intake.
  - d. Provide education on alcohol abuse and medication management.
  - e. Health education on risk reduction activities, (i.e., fitness, diet, weight control) and the management and control of chronic diseases through counseling, behavior modification and group activities.
  - f. Assist with immunization programs as planned by the Health officer.
  - g. Diet counseling services on physician's prescription to:
    1. Individuals requiring assistance with therapeutic diets.
    2. Individuals requiring diet modification to meet special needs.
    3. Groups or classes with similar diet requirements, i.e., diabetic, weight control, etc.
    4. Groups or classes for persons with needs for similar nutritional information, i.e., low/fixed income.

**d. Nutrition Services**

The Public Health Nutritionist will:

1. Identify and evaluate needs with the health educator, and shall establish priorities for community nutrition programs.
2. Work cooperatively and existing community agencies such as W.I.C. to coordinate, integrate, and develop nutritional services and educational programs.

1. Conduct or participate in in-service education and consultation with professional Staff within the local Board of Health as well as other related community and voluntary organizations.
2. Provide diet information or counseling service to individuals with dietary problems; and
3. Work with health educator and with illness prevention programs to promote desirable eating habits and to achieve good nutritional status.

**e. Health Educator:**

The Health Educator, in conjunction with the Health Officer and his staff, will provide a structured Health Promotion Program in accordance with community health education needs, which shall include health components for Drug Education, Smoking Cessation, Alcohol Abuse Control, Nutrition, Accident Prevention and Physical Fitness and Exercise, H.I.V. Infection Prevention and Control, TB and Lead Education, and shall include the following:

- a.. An assessment of Health Education needs and identification of target populations based on information from the New Jersey Department of Health, Community Health Profile and other relevant health related data.
- b. Written health education program plans with measurable objectives for the six components in (f) above, based on the Health Promotion Guidelines, and other identified health needs.
- c. Identification and involvement of local leadership in the planning, implementation, and maintenance of needed health education services and programs to include collaboration with other agencies servicing the community where such opportunities exist, and consultation with content specialist in the six required components in (f) above; and other areas as needed.
- d. Application of appropriate health education interventions to provide for the effective implementation of health education programs (i.e., community development, skill development, simulation, peer group discussion, behavior modification, lecture, media awareness, programmed learning, individual instruction, etc.
- e. Integration of health education component into health department programs and services covering the six required health promotion topics in (f) above.
- f. Consultation and training in the application of health education techniques for the professional staff of the health department and PROPOSER, and,
- g. Evaluation and report of the degree of success in achieving predetermined health education objectives.
- h. The health educator shall serve as a community health information resource.

**f. Care of the Sick**

provide home health care to such patients as may be reported by the Director of Welfare,

doctors, hospitals and ambulatory care centers, members of families, and interested parties, who are unable to pay any portion or only part of the PROPOSER'S regular fee. In this regard, the PROPOSER will make a financial investigation of each case. The services included are nursing, aide, speech, physical and occupational therapy and medical social work.

- g. Medical Waste Disposal** Dispose of medical waste generated from contractual service in accordance with established guidelines.

In the event of an epidemic in the areas served by the nurse reporting to the Board of Health, the PROPOSER agrees to furnish additional nursing services as are requested by the Board of Health, to the extent that such services can be provided by the PROPOSER, and such services shall be rendered for such additional compensation as is agreed upon between the parties. The Health Officer of the Borough shall deputize the entire staff of the PROPOSER, as agent or agents of the said officer in order that the said nurse or nurses may perform any of the services listed herein with the same authority as by the Laws of the State of New Jersey is vested in the Board of Health Officer, and such services shall be under his/her direction and supervision.

1. The PROPOSER agree to provide qualified nursing administration and nursing supervision and all activities will meet the minimum standards for local Boards of Health in New Jersey.
2. The PROPOSER agrees to bear the cost of said nurses' automobile transportation, the necessary phone calls in the district served by them, and the clerical services for preparation of their reports.
3. The PROPOSER covenants and agrees to carry liability insurance on all motor vehicles used by it in the performance of the duties set forth in the contract, in minimum limits of \$100,000 for injury to one person or \$300,000 for injury to more than one person; to carry professional liability (malpractice) in minimum limits of \$1,000,000 each claim, \$3,000,000 aggregate; and the PROPOSER will during the term of this contract keep Worker's Compensation insurance on all its employees in accordance with the requirements of the State Law; and that certificates of said insurance policies be provided by the PROPOSER when requested by the Municipality during the time that this contract is in full force and effect.
4. The PROPOSER agrees and covenants to indemnify the Municipality against, and to hold the Municipality harmless from any and all obligations or liabilities, indebtedness, claims, demands, suits, causes of action resulting from the acts of the PROPOSER, its agents, servants and employees.
5. The PROPOSER agrees to render a monthly report and a consolidated yearly report specifying all of the services rendered under the terms of the contract and the cost of rendering such

services. If the cost of rendering such services is less than the amount provide for in this contract, then a credit shall be due the Municipality, which credit shall be paid to the Municipality at the termination of this contract. If it appears that the cost of the services rendered by the PROPOSER will exceed the amount of this contract, the PROPOSER will notify the Health Officer, who, in cooperation with PROPOSER takes steps to keep the cost under the contract price, or make arrangements to pay any excess over the contract price.

2. **STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATION** - Proposers should submit a technical qualification which contains the following:
  - A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
  - B. Proposer must have a minimum of five (5) years of experience as a Visiting Nurse and a minimum of one (1) year servicing the Borough of Roselle or other governmental entities;
  - C. The education, Proposals, experience, and training of all persons who would be assigned to provide services along with their names and titles.
  - D. A listing of all other engagements where services of the types being proposed were provided in the past ten (10) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Borough may obtain references from any of the parties listed;
  - E. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
  - F. An Affirmative Action Statement (copy of form attached);
  - G. A completed No-Collusion Affidavit (copy of form attached);
  - H. A statement that the proposer will comply with the General Terms and Conditions required by the Borough and enter into the Borough's standard Professional Services Contract;
  - I. A copy of the proposer's Business Registration Certificate.
3. **COST QUALIFICATION** - Proposers should submit a cost qualification which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Borough does not provide payment for or reimbursement for travel expenses.

4. **QUALIFICATION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Borough by issuance of this RFQ. The Borough reserves the right at the Borough's sole discretion to refuse any qualification submitted.
5. **USE OF INFORMATION** - Any information, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Borough to the proposer in connection with this RFQ shall remain the property of the Borough. When in tangible form, all copies of such information shall be returned to the Borough upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Borough or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
6. **GENERAL TERMS AND CONDITIONS** –
  - A. The Borough reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the Proposals should it be deemed in the best interest of the Borough to do so.
  - B. In case of failure by the successful proposer, the Borough of Roselle may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
  - C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
  - D. Each qualification must be signed by the person authorized to do so.
  - E. The contract shall be in effect through one year from date of award unless otherwise stated.
  - F. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed Proposals, the Borough assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.
  - G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will

not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- H. By submission of the qualification, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless in any case of any such infringement.
- I. No proposer shall influence, or attempt to influence, or cause to be influenced, any Borough officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- J. No proposer shall cause or influence, or attempt to cause or influence, any Borough officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- K. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough Counsel's decision shall be final and conclusive.
- L. The Borough of Roselle shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its qualification.

- M. The checklist, affidavits, notices and the like presented at the end of this Request For Qualifications are a part of this Request for Qualification and shall be completed and submitted as part of this qualification.

**END OF GENERAL INSTRUCTIONS**

## **BASIS OF AWARD**

- A.** Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned.
- B.** Knowledge of the Borough of Roselle and the subject matter to be addressed under this engagement.
- C.** Relevance and Extent of Similar Engagements performed.
- D.** Technical Qualification contains all required information.
- E.** Cost Qualification with breakdown of all rates utilized.

## REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION:

**Please initial below, indicating that your Qualification includes the itemized document.  
A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

### INITIAL BELOW

- A. An original \_\_\_\_\_
- B. Non-Collusion Affidavit properly notarized \_\_\_\_\_
- C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. \_\_\_\_\_
- D. Insurance Requirement Acknowledgement Form \_\_\_\_\_
- E. Mandatory Equal Employment Opportunity Notice Acknowledgement \_\_\_\_\_
- F. Copy of your *Business Registration Certificate* as issued by the State of New Jersey, Department of Treasury, Division of Revenue \_\_\_\_\_
- G. Professional Service Entity Information Form \_\_\_\_\_
- H. Proposals Submission \_\_\_\_\_

Note: N.J.S.A 52:32-44 provides that the Borough shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualification. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY:

(NAME)

(TITLE)

**BOROUGH OF ROSELLE**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_  
(Name of affiant) (Name of municipality)

In the County of \_\_\_\_\_ and the State of New Jersey, 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 name 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 name 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 Roselle 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

\_\_\_\_\_  
(Name of Professional Entity)

Subscribed and sworn to  
Before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
(Signature of Professional)

My Commission Expires \_\_\_\_\_  
(type or Print name of affiant and Title, under signature)

**BOROUGH OF ROSELLE DISCLOSURE OF OWNERSHIP FORM**

**N.J.S.A. 52:25-24.2** reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

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

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

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

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership

\_\_\_\_\_ Subchapter S Corporation

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

**BOROUGH OF ROSELLE**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

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

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

**PROFESSIONAL LIABILITY INSURANCE**

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

***Acknowledgement of Insurance Requirement:***

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

\_\_\_\_\_  
(Date)

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

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**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**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable Borough employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable Borough employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**BOROUGH OF ROSELLE**

**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 Roselle, 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 vendor 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 Roselle to be completed by the vendor 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 Roselle 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 Roselle, and the gold *Vendor* 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: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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

**BOROUGH OF ROSELLE**

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

The CONTRACTOR and the BOROUGH OF ROSELLE (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 thereto, 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.

**BUSINESS REGISTRATION CERTIFICATE**  
**ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

On June 29, 2004, Governor McGreevey 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 (i.e. Borough of Roselle ) 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 at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* 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.

**BOROUGH OF ROSELLE**

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an *INDIVIDUAL*, sign name and give the following information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone \_\_\_\_\_  
No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
If individual has a TRADE NAME, give such trade name:  
Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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If the Professional Service Entity is a *PARTNERSHIP*, give the following information:

Name of Partners: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Signature of authorized agent: \_\_\_\_\_

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If the Professional Service Entity is *INCORPORATED*, give the following information:

State under whose laws incorporated: \_\_\_\_\_  
Location of principal office: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ E-M: \_\_\_\_\_  
Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

**BOROUGH OF ROSELLE**

**SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

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2. References and record of success of same or similar service:

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3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

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4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

*Note: Attach additional sheets as necessary.*

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

Authorized Representative (Print): \_\_\_\_\_

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

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

**VISITING NURSE AND HEALTH SERVICES, INC.**

**“SCHEDULE A”**

<b><u>Section 1a</u></b>	<b><u>Provide Unit Cost</u></b>	<b>7/01/10- 6/31/11</b>	<b>7/01/11 - 6/30/12</b>	<b>7/01/12 – 6/31/13</b>
Child health Conference	22 sessions =140 hrs PHN 74 hrs @ \$ per hr. = CHA 66 hrs@ \$ per hr. =			
LINCS Internet CHC Data Entry Cost				
Child Health (newborn/Infants pre-school age visits)	64 visits @ \$ . a visit			
<b><u>Section 1b</u></b> Communicable Disease Control (T.B., V.D., other Communicable diseases)  Audit of School Immunization Record	80 visits @ \$ a visit  30 hours @ \$ per hr. =			
<b><u>Section 1c</u></b>				
School Health Services St. Joseph School	PHN 148 hrs @ \$ per hr. = CHA 86 hrs@ \$ per hr. =			
<b><u>Section 1d</u></b> Health Supervision Rehabilitation  Chronic Disease Control Program (Flu, Cancer Diabetes, Hypertension Clinics & Health Education )  Health Maintenance & Monitoring-Roselle Comm. Ctr. & Pinewood Hall	82 visits @ \$ a visit  26 hours @ \$ per hr.  66 hours @ \$ per hr. ==			
<b><u>Section 1e</u></b> Nutrition Services	30 hours @ \$ per hr. =			
<b><u>Section 1f</u></b> Health Educator				

<b>Section 1g</b> Care of the sick	118 hours @ \$ per hr. =			
<b>Section 1h</b> Medical Waste Disposal				
	<b>Total</b>			

**BID PROPOSAL FORM**

FROM: \_\_\_\_\_  
(Proposer)

(Address)

To: BOROUGH OF ROSELLE  
210 CHESTNUT STREET  
ROSELLE, NEW JERSEY 07203

The undersigned being familiar with the Specifications for: **Visiting Nurse Services**

In submitting this proposal, it is understood that the unrestricted right is reserved by the Mayor and Council for the Borough of Roselle to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of opening of the Bids, the undersigned will within ten (10) days after the date of such notice, execute and deliver the necessary Agreement.

We the undersigned, propose to furnish labor for the Visiting Nurse Services pursuant to this proposal for the price entered as follows:

TOTAL AMOUNT PROPOSED; \$ \_\_\_\_\_

WRITTEN AMOUNT \_\_\_\_\_

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

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

**BOROUGH OF ROSELLE  
RECEIPT OF ADDENDA  
ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, \_\_\_\_\_

of the firm \_\_\_\_\_

hereby acknowledge that any corrections, additions and/or deletions  
have been initialed and dated in this Submission Package.

\_\_\_\_\_

*(Signature)*

