

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

X-RAY AND EKG SERVICES

For The

MERCER COUNTY GERIATRIC CENTER

Located At

2300 HAMILTON AVE, HAMILTON, NJ 08619

To Be Received On

JUNE 4, 2009



Prepared By: Robert F. Ecroyd

GC2009-

NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on, June 4, 2009 at 10:00 A.M., sealed proposals will be received by the Administrator at the Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, New Jersey at which time and place bids will be opened and read in public for:

X-RAY AND EKG SERVICES

Specifications, Instructions and Proposal Forms may be obtained at the Office of the Administrator at the Mercer County Geriatric Center during office hours or on the County website at www.mercercounty.org.

Express Mail shall be addressed to the Administrator, 2300 Hamilton Avenue, Hamilton, New Jersey 08619.

Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

A copy of your New Jersey Business Registration Certificate shall be submitted with your proposal. Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.).

COUNTY OF MERCER, NEW JERSEY

INTRODUCTION

The Mercer County Geriatric Center is a not for profit, sub-acute and skilled nursing facility. It is presently operating 180 of its 240 licensed beds. The Nursing Units of the Mercer County Geriatric Center are housed in a two-story building that is divided into four distinct Nursing Units of 60 beds each. Each Nursing Unit is subdivided into two Districts of approximately 30 beds each. The facility is presently operating only three of the four nursing units.

Through this RFP, MCGC seeks to secure a provider with expertise and experience in the delivery, management, supervision, monitoring and provision of X-ray and EKG Services. Service must be of the highest quality, cost-effective to the County of Mercer and efficient. Proposals must specify any deviation from the requirements outlined in this RFP.

The X-ray and EKG Services Contractor must provide services sufficient to meet all the requirements and needs of the Mercer County Geriatric Center as required by Federal, State, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and New Jersey Department of Health and Senior Services (DOH) laws, rules, regulations and standards, plus requirements specified in this RFP.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The final contract will incorporate by reference all the stipulations, requirements, provisions, etc in total of the Request for Proposal for this service and allow for only the successful respondent's billing / pricing proposal cost form and the cost of services figure that will not be exceeded in the years of the contract.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

<u>ACTIVITY</u>	<u>DATE</u>
Receipt of Proposals	June 4, 2009
Contract Period Begins	July 1, 2009

EXPRESS OR US DELIVERY

Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

PROPOSAL SUBMISSION INFORMATION

Submission Date and Time:

All proposals shall be received and opened on Thursday June 4, 2009.

Submit One (1) Original and five (5) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Robert F. Ecroyd, Hospital Administrator, at Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, NJ 08619. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

In order to ensure that all future correspondence is directed to the correct person and address, please provide the following information:

- Name of Company
- Correspondence Address (including Zip Code)
- Contact Person's Name and Title
- Telephone Number
- Fax Number
- Cell Phone Number
- Email Address

USING DEPARTMENT INFORMATION

The County of Mercer has designated the following personnel as their representatives regarding this RFP. Please direct all questions in writing to: Robert F. Ecroyd, Hospital Administrator, at the Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, NJ 08619. Fax # 609-586-4030.

It is suggested that all respondents inspect the Mercer County Geriatric Center to familiarize themselves with the conditions. Please contact the administrator at 609-588-5802 to arrange an inspection.

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or posted on the County website at www.mercercounty.org Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. All questions must be submitted ten (10) business days prior to opening proposals.

STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

Proof of Business Registration

N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal; failure to do so is a fatal defect that cannot be cured. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all. Such accidents, injuries, damages, or hurt that may happen or occur upon such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

MULTIPLE PROPOSALS NOT ACCEPTED

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

BID PROHIBITED

It is understood by the Respondent that, if awarded a contract through the request for proposal process, the Prime Contractor and any Subcontractors utilized for these services are prohibited from bidding the resultant goods or services required to implement the project.

FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

COMMENCEMENT OF WORK

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Administrator, Mercer County Geriatric Center, no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

PAYMENT

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

ESTIMATE OF QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or

completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

COMMENCEMENT OF WORK

The contractor agrees to commence work on the project July 1, 2009.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

PROVIDING INFORMATION

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

PROPOSAL REQUIREMENTS

QUALIFICATION STATEMENT

A Qualification Statement is to be provided for the Respondent who will serve as the Prime Contractor and all Subcontractors. This statement shall set forth brief details of the firms' principal activities, the number of personnel in the firm and classifications, and the firm's locations. Identify prior project experience. Please provide a list of three clients in the State of New Jersey for whom similar services have been provided.

- Project name and description
- Name of contracting company or government agency
- Contact person's name, position and current telephone number
- Dates, cost and scope of service
- Status and comments

NATIONAL PROVIDER IDENTIFIER

The Respondent must provide, at the time of submittal of a proposal, their National Provider Identifier (NPI) number.

KEY PERSONNEL INFORMATION

The Respondent shall provide the identity and the professional credentials of the principals and other key personnel working for the Contractor. The following key Project personnel shall be identified:

Project Manager –This individual will be responsible for the overall scheduling, coordination, and completion of services and will serve as the single point of contact between the County, the Contractor and Subcontractors.

SUBCONTRACTORS

Respondents may engage the services of Subcontractors for completion of this project. If the proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The Respondent understands that if selected, the use of Subcontractors must be approved in writing by the County prior to initiating any Sub-contracted work.

The most appropriate method to identify the work and quality control programs applied by subcontractors must be clearly specified in the Method of Accomplishment and Project Level of Effort sections of the proposal when the subcontractor will be performing the work. The Subcontractor's qualifications must be detailed in the Qualification statement section of the proposal. A Project Manager must be identified for all subcontractors. Project Managers are to be available for scheduled project review meetings at the Mercer County Geriatric Center.

METHOD OF ACCOMPLISHMENT

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response. This section shall include a listing of the resources identified for use in the project.

PROJECT LEVEL OF EFFORT

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Service provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

LOCATION OF SERVICING OFFICE

The proposal must list the location and address of the present, active office, which will service and manage this project.

**IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK
(AS APPLICABLE)**

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer, Mercer County Geriatric Center, at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer, Mercer County Geriatric Center, at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:
http://www.state.nj.us/lps/njsp/about/serv_chrc.html#instruct

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

SCOPE OF SERVICES

- The contractor shall devote a sufficient number of hours based upon the needs of the MCGC to provide X-ray, EKG and Ultrasound services as requested by the facility.
- Provide portable X-ray, EKG and Ultrasound services to residents or patients of the MCGC.
- Services will be provided upon the order of a duly licensed and authorized physician.
- All x-ray films will be interpreted by a duly licensed and qualified Radiologist.
- The Radiologist will dictate a report for each examination.
- The contractor will promptly fax an abbreviated (preliminary) report to the MCGC.
- The contractor will transcribe the full written report and fax a copy to the MCGC.
- The contractor will provide a report to the facility for all STAT orders within four (4) hours.
- The contractor will also perform EKG's and upon request send an interpretive written report to the MCGC.
- The contractor will perform the services primarily between the hours of 7am to 7pm daily, Monday through Friday. Some night and weekend work will be required on an as needed basis.
- The contractor will serve on the Performance Improvement Committee and indicate, prior to committee meetings, which of your staff members will attend a specific meeting. Provide written reports of each meeting to the Hospital Administrator or designee and the committee.
- The contractor will assure compliance with the New Jersey Department of Health and Senior Services' regulations.
- The contractor will assure compliance with the Federal Government's Conditions of Participation Regulations with regard to X-Ray, EKG and Ultrasound Services.
- The contractor must have all staff, equipment and systems in place prior to the commencement of the contract and be ready, willing, and able to deliver services for each resident at that time. The contractor will provide staff necessary to support the operation of the program at MCGC.
- The contractor will only employ individuals who are licensed under New Jersey State law; the vendor will provide copies of all valid licenses upon award of contract.
- The contractor provides educational instruction of his/her licensed professional staff to meet the Advisory Survey Regulation Standards.
- The vendor will assist in hosting seminars related to the subject of their services.

- The vendor will participate as an integral member of the interdisciplinary team during quarterly Safety and Quality Assurance meeting. They will provide “quality assurance” and recommend performance improvement processes to enhance resident outcome to members of the interdisciplinary team.
- The contractor agrees to comply with all tuberculosis testing of each of its employees as required and will offer Hepatitis B inoculations to all employees.
- The contractor agrees to maintain in full force and effect, at their own cost and expense, malpractice liability insurance for all professional staff in the amount of \$1,000,000.00 for each occurrence. A certificate of liability insurance shall be forwarded by the contractor to the County and updated annually.
- The contractor and its employees must have a good working knowledge and provide evidence of a comprehensive orientation system, which includes documentation / billing, OSHA, and HIPPA compliance.
- The contractor agrees to indemnify and hold harmless Mercer County from any and all claims, demands, suits, legal costs, or fees and any and all liability whatsoever resulting from, arising out of or in any way pertaining to any of the services rendered by the contractor pursuant to this agreement.
- Healthcare Insurance Portability Accountability Act - Contractor must have policies in place to maintain privacy of resident health information.
- The contractor must comply with the Facility’s anti-theft policy, which must be stringently enforced.
- Respondents may be required to present, explain, and/or clarify their proposal to a selection committee
- The successful respondent, at the proposed price, shall furnish all items, which are necessary in order to provide a complete system whether or not all details of the materials and equipment are specified herein.

PRICING PROPOSAL

The contractor must submit a cost proposal, including a budget and budget narrative. All pricing must be in compliance with New Jersey State and Federal rules and regulations relating to compliance for Medicare and Medicaid. All prices must indicate compliance with the Healthcare Insurance Portability and Accountability Act (HIPAA) and compliance with the Office of the Inspector General (OIG) Guidelines.

The Contractor will invoice the County for services provided to all patients designated as Medicare Part A or patients whose stay is covered by an “all inclusive arrangement” between MCGC and Medicare, private insurance carriers, or managed care organizations. The Contractor will invoice MCGC monthly according to the agreed upon percent of current Medicare fee schedule for each procedure. The contractor must offer their pricing proposal on a separate sheet of paper regarding the percentage discount from the Medicare fee schedule that it is proposing as the billing structure.

The Contractor will perform all billing and collection for testing, services and supplies provided to Medicare Part B, Private Insurance, Private Pay or Medicaid residents, and to residents covered by any other governmental reimbursement program, in accordance with applicable laws and regulations. However, that with respect to these services provided to residents of the Facility who are classified as either Private Pay residents or are covered by Private Insurance, the Contractor agrees to provide such items at reasonable and customary prices.

DURATION OF CONTRACT

It is the Mercer County Geriatric Center's intent to award a contract for a period of two years, with option to extend for one year, commencing July 1, 2009.

EVALUATION, REVIEW AND SELECTION PROCESS

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

The written proposals will be evaluated and graded in accordance with the Evaluation Criteria listed below. The vendors whose proposals are determined to be reasonably susceptible of being selected may be invited to make an oral presentation.

The purpose of the oral presentation is to allow the evaluation committee to learn more about the information contained in the written proposal. No additional material need be prepared or submitted. Equipped with more complete information, the Evaluation Committee will then grade each vendor according to the same criteria listed.

An Evaluation Team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking Respondent will then be recommended by the Evaluation Team to the Mercer County Board of Chosen Freeholders for award of contract.

The criteria considered in the evaluation of each proposal are outlined below. The arrangement of the criteria is not meant to imply order of importance in the selection process. The criteria weighting will be presented at the scheduled opening of proposals. All criteria will be used to select the Successful Respondent.

Understanding of the Requested Work: This will be based on the quality of the content of the RFP and the Respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives? Is the vendor's proposal complete and responsive to the specific RFP requirements? Non-compliance with the significant instructions will be grounds for disqualification of proposals.

Knowledge and Professional Competence: This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements. The prospective contractor will be evaluated on suitability for the tasks required. Proposals should contain complete discussions regarding technical processes and qualifications. Has the past performance of the vendor's proposed methodology been demonstrated? Receipt of high quality service is of great importance to the County. Disregard of this directive may disqualify the Respondent from further consideration.

Ability to Provide the Service in a Timely Manner: This is based on the estimated duration of the tasks and overall schedule and the Respondent's ability to accomplish these tasks as stated. Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation? The County is interested in the ability of the Contractor to provide the service in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, equipment and facilities.

Management, Experience and Personnel Qualifications: Operational expertise of the firm shall be demonstrated by past successes providing government agencies, private companies and Mercer County Geriatric Center with similar services. The Contractor will be evaluated on knowledge, experience, prior collaboration and successful completion of services similar to that requested in this RFP. What has been the contractor's history of performance at the Mercer County Geriatric Center regarding supervision of employees, billing and reporting procedures, adherence to rules and regulations, inspection results and deficiencies, and timely responses? Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? Does the vendor document industry or program experience?

Cost of Service: This criteria includes but is not limited to: the direct cost to the facility, the billing rate and arrangements for private pay patients, the billing rate and arrangements for Medicare patients, the billing rate and arrangements for Medicaid patients, the billing rate and arrangements for commercial insurance and HMO Patients and the soundness and reasonableness of the overall cost proposal. How does the cost compare to other proposals? Full explanation: is the price and its component charges, fees, etc. adequately explained and documented according to the pricing proposal clause of this RFP? Does the proposal include quality control and assurance programs? Does the vendor have sufficient financial resources to meet its obligations?

NOTICE OF AWARD

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Board of Chosen Freeholders

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

NJ Business Registration	_____
Stockholder Disclosure	_____
Qualification Statement	_____
Key Personnel Information	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Language	_____
Cost Proposal Form	_____
References	_____
Insurance Certificates	_____
National Provider Identifier	_____

**COUNTY OF MERCER
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, _____ of the City 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 vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 Vendor)

Signed: _____
(also type name of affiant under signature)

Subscribed and sworn to before me
This _____ day of _____, 20____.

(Signature of Notary Public)
Notary Public of _____
My Commission expires _____, 20____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 bid 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: _____

(REVISED 10/08)
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

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

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

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

Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

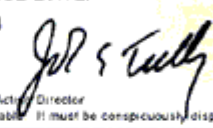
** Construction Contracts (including public works related purchase orders)*


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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax 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. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATES ACCEPTABLE BY THE COUNTY OF MERCER (THIS DOCUMENT MUST BE SUBMITTED WITH YOUR PROPOSAL)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Acting Director
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

ADVISORY

Disclosure Requirement for “Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC’s Special Programs Section will assist you.

STOCKHOLDER DISCLOSURE CERTIFICATION

FAILURE TO SIGN AND SUBMIT THIS FORM IS CAUSE FOR REJECTION

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.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other _____ |

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

LEGAL NAME OF BIDDER: _____

Signature _____ Date _____

Printed Name & Title _____

PROPOSAL

The undersigned bidder declares that he/she has read the Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

X-RAY AND EKG SERVICES

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

PLEASE PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
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CONTACT _____
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CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

**FOLLOWING FOR EVALUATION COMMITTEE MEMBERS (INTERNAL) WHICH
MUST BE SIGNED PRIOR TO THE EVALUATION PROCESS**

EVALUATION COMMITTEE CONFLICT OF INTEREST STATEMENT

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

SIGNATURE

DATE