# TOWNSHIP OF EDGEWATER PARK BURLINGTON COUNTY, NEW JERSEY

# **INSTRUCTIONS AND SPECIFICATIONS**

# Basic Life Support Emergency Medical Services REQUEST FOR PROPOSALS

PROPOSAL QUOTE SUBMISSION DEADLINE: AUGUST 21, 2019, 10:00 AM NOTICE TO PROVIDERS

# PROPOSAL FORMS

PROPOSAL CHECK LIST

PROPOSAL FORM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA, NOTICES OR REVISIONS NON-

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WITH DISABILITIES ACT OF 1990

# <u>INSTRUCTIONS TO PROVIDERS</u>

TECHNICAL SPECIFICATIONS

# NOTICE TO PROVIDERS TOWNSHIP OF EDGEWATER PARK

**NOTICE IS HEREBY GIVEN** that quotes will be received by the Township Clerk of the Township of Edgewater Park, in the County of Burlington, and State of New Jersey for the following contract:

# BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES REQUEST FOR PROPOSALS # EPTwp No. 2019-QEMS

Eight (6) copies of the proposals shall be submitted:

**MAILED** proposals are to be addressed to:

Edgewater Park Township Clerk's Office Edgewater Park Township Municipal Building 400 Delanco Road Edgewater Park, NJ 08010

**HAND-DELIVERED** proposals are to be delivered to:

Edgewater Park Township Clerk's Office Edgewater Park Township Municipal Building 400 Delanco Road Edgewater Park, NJ 08010

All proposals must be received at the Township Clerk's Office **no later than 10:00 A.M. Wednesday, August 21, 2019.** Proposals shall be submitted to the Clerk's Office, Edgewater Park Township Municipal Building, 400 Delanco Road, Edgewater Park, NJ. Specifications and proposal forms are on file in the Township Clerk's Office and arrangements may be made by prospective providers to obtain proposal packages from that office by contacting the Township Clerk during regular business hours, 8:30 AM to 4:30 PM, Monday through Thursday and 8:30 AM to 12:30 PM on Fridays, excluding holidays.

Proposal forms may also be obtained from the Township of Edgewater Park web site: www.edgewaterpark-nj.com

All contractors are advised that they shall comply with the requirements of the New Jersey Local Public Contracts Law, the Local Government Ethics Law and all other applicable laws and regulations. This is a request for proposals under the Competitive Contracting provisions of the New Jersey Local Public Contracts Law.

Proposals are being considered per NJSA 40A:11-4 (competitive Contracting) and will be evaluated and awarded on the basis of the determination of the Township Committee as to which proposal is in the best interest of the Township of Edgewater Park, considering qualifications, training, staff (including staff certifications), response time, financial support, including any fuel costs required from the Township in order to ensure "soft billing." All personnel responding to calls will be required to satisfactorily pass a police background check and will be subject to random drug screening, at the cost of the contractor.

Proposals shall be for a period of 36 consecutive months but no greater than a period of 60 months.

Colleen A. Treusch, RMC

# PROPOSAL CHECKLIST EMERGENCY MEDICAL SERVICES TOWNSHIP OF EDGEWATER PARK

In these documents, the terms "Vendor", "Contractor", "Bidder" and "Provider" are used interchangeably and mean the entity providing the services.

The following forms and information MUST be included in your proposal/submission and acknowledged by the Provider.

Failure to submit any of the forms checked as required below will cause MANDATORY REJECTION of the proposal.

Township Required only if checked		Initial if read, signed, and submitted
X	Registration Certificate for Contractor and any listed subcontractors as required by N.J.S.A. 40A:11-23.2. Submit prior to time of contract	
	Guarantee N.J.S.A. 40A:11-21	
X	A Statement of Corporate Ownership N.J.S.A. 52:25-24.2	
	A Certificate of a Surety Co. pursuant to N.J.S.A. 40A:11-22	
X	If applicable, Provider's acknowledgement of receipt of addenda	
	A Public Works Registration Certificate for Contractor and all listed subcontractors as required by N.J.S.A. 34:11-56.48, et seq	

Acknowle	dged for:	
	(Name of Provider)	
By:		
	(Signature of Authorized Representative)	
Name:		_
	(Please Print)	
Title:	Date:	

# CHECKLIST CONTINUED

Failure to submit the following documents may be a basis for rejection of a proposal.

Township Required only if checked		Initial if read, signed, and submitted
X	Status of present contracts, if any, for EMS services	
	Performance Bond (120% of the accepted proposal) and Surety Disclosure Statement	
X	Non-Collusion Affidavit pursuant to N.J.S.A. 52:34-15	
X	Proposal Form	
X	Specifications Indicating Compliance with Identified Requirements and, if applicable, letter outlining deviations from written specifications per Proposal Form	
X	Mandatory Affirmative Action Language/Required Evidence Certification	
X	Mandatory Language: American Disabilities Act	

# QUOTE PROPOSAL FORM BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES

REQUEST FOR PROPOSALS # EPTwp No. 2019-QEMS The undersigned proposes to furnish and deliver the above goods/services pursuant to the specification and made part hereof:

**SECTION ONE:** BASE PROPOSAL ONLY – Dedicated ambulance, 24 hours per day, 7 days per week, 365 days per year: Term: November 1, 2019 through October 31, 2022 Number of Dedicated Ambulance(s): Number of Un-Dedicated Ambulance(s): Number of Additional Ambulance Available: \_\_\_\_\_ Amount in Words Amount in Numbers ALTERNATE #1: – Dedicated ambulance, 24 hours per day, 7 days per week, 365 days per year; the purpose of Alternate # 2 is to cover a contract term for a four year period: Term: November 1, 2019 through October 31, 2023 Number of Dedicated Ambulance(s): Number of Un-Dedicated Ambulance(s): Number of Additional Ambulance Available: Amount in Words \$\_\_\_\_\_Amount in Number ALTERNATE #2: – Dedicated ambulance, 24 hours per day, 7 days per week, 365 days **per year**; the purpose of Alternate # 2 is to cover a contract term for a five year period: Term: November 1, 2019 through October 31, 2024 Number of Dedicated Ambulance(s): Number of Un-Dedicated Ambulance(s): Number of Additional Ambulance Available: Amount in Words \$\_\_\_\_\_Amount in Number

SECTION TWO: ALTERNATE MEANS OF SERVICE: BASE PROPOSAL AND

ALTERNATES #1 and #2: If means of ambulance service are provided with only one ambulance, 24 hours per day, 7 days per week, 365 days per year, explain additional resources to be allocated in detail to provide additional ambulance service (attach proposal to the end of the form and title ALTERNATE MEANS OF SERVICE: BASE PROPOSAL AND ALTERNATES #1 and #2.)

CONTRAC	TOR ACCESS TO TO	WNSHIP'S FUEL	DEPOT:	
Required:	Yes	No		
Check one of	ption below:			
Expense:	Contractor shall reimb	urse the Township:	Yes	No
	Township's Expense*	Yes	No	
	(*As offset for Soft Bi	lling)		

#### FUEL DEPOT FOR BASE PROPOSAL AND ALTERNATES #1 and #2:

SECTION THREE: PER TECHNICAL SPECIFICATIONS

If the Township's fuel depot is utilized and medical service is not provided by dedicated ambulance(s), 24 hours per day, 7 days per week, 365 days per year explain how fuel depot resources will be allocated in detail (attach proposal to the end of the form and title **FUEL DEPOT BASE PROPOSAL AND ALTERNATES #1 and #2**)

# SECTION FOUR: AWARD OF CONTRACT

The Township of Edgewater Park reserves the right to award the term of Contract as a Base Proposal or Base Proposal and Alternate # 1 or Base Proposal and Alternate # 1 and Alternate #2. PROPOSALS must be received by the Township Clerk no later than 10:00 A.M., prevailing time, on Wednesday, August 21, 2019, in the Clerk's Office, Edgewater Park Township Municipal Building, 400 Delanco Road, Edgewater Park, NJ. 08010. Owner reserves the right to postpone the date for receipt and opening of proposals and will give written notice of any such postponement to each potential Provider as required by law. Present expectations are for the Township of Edgewater Park to implement the award of contract with an effective date of November 1, 2019. If awarded the service contract, describe in detail how much time will be required to implement the service contract with an effective start date of November 1, 2019 (attach information or proposal to the end of the form and title **SECTION FOUR: AWARD OF CONTRACT.)** 

SECTION FIVE: VENDOR/CONTRACTOR MAY SUBMIT ANY OTHER INFORMATION OR PROPOSAL THAT IT BELIEVES IS RELEVANT TO BE CONSIDERED BY THE TOWNSHIP COMMITTEE IN AWARDING THE CONTRACT. (Attach information or proposal to the end of the form and title "SECTION FIVE: ADDITIONAL INFORMATION OR PROPOSAL SUBMISSION FOR BASE PROPOSAL AND ALTERNATES #1 AND #2)

# BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES PROPOSAL # EPTwp No. 2019-QEMS

# PROVIDER/VENDOR/CONTRACTOR INFORMATION

Company Name	Federal I.D. # or Social Security #	
Address		
Signature of Authorized Agent	Type or Print Name	
Title		
Telephone Number	Date	
Fax Number	E-mail Address	

# ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, NOTICES OR REVISIONS

# BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES PROPOSAL # EPTwp No. 2019-QEMS

The undersigned Provider hereby acknowledges receipt of the following Addenda:

Number	Addendum, Notice, Revisions	Date Received
	n, notices or revisions are received please init of your PROPOSAL submission.	tial below. This form must be
	No Addendum, revisions or notices re	eceived for this project.
Acknowledged	for:	
Ву:		
	Signature of Authorized Representative	ve
Name:	Print Name	
	rinit ivanie	
Title:		
Date:		

# NON-COLLUSION AFFIDAVIT

PROVIDER:		
RE:	-	PPORT EMERGENCY MEDICAL SERVICES PTwp No. 2019-QEMS
State of New Jersey		
County of	SS.	
I,	of	the
in the County of		and the State of
of full age, being dul	y sworn according	to Law on my oath depose and say that:
I am		of the firm of
the said Proposal with indirectly, entered into in restraint of free, co- all statements contain full knowledge that the	h full authority so to an agreement, particle on the contraction of th	posal for the above named SERVICE, and that I executed to do; that said Contractor/Provider has not, directly or articipated in any collusion, or otherwise taken any action ing in connection with the above named Service; and that I and in the affidavit are true and correct, and made with gewater Park relies upon the truth of the statement attements contained in this affidavit in awarding the
secure such contract	upon an agreement ent fee, except bona	ag agency has been employed or retained to solicit or or understanding for a commission, percentage, a fide employees or bona fide established commercial or
		(N.J.S.A 52:34-15)
(Name of Contractor)	Provider)	
(Also type or print na	me of affiant unde	r signature)
Subscribed and sworn	n to	
Before me this	day	NOTARY PUBLIC OF MY COMMISSION EXPIRES
of	_20	

# DISCLOSURE OF OWNERSHIP STATEMENT

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the Provider to submit the required information is cause for automatic rejection.

CHECK ONE:			
I certify that the list be 10% or more of the is	elow contains the names and ssued and outstanding stock		ers holding
I certify that no one st of the undersigned.	cockholder owns 10% or mor	re of the issued and outstan	ding stock
LEGAL NAME OF PROVID	DER:		
Check which business entity	applies:		
Limited Partnership Partnership Limited Liability Partnersh	_ Corporation	Sole Proprietorship	poration
Complete if the Provider is o			
Date Incorporated:	Where Incorporated	:	
<b>Business Address:</b>			
Street Address	City	State	Zip
Telephone #	Fax#		
Listed below are the names ar own ten (10) percent of more greater interest therein.		· 1	
Name	Address		
Name	Address		
CONTINUE ON ADDITIONA	AL SHEET IF NECESSARY	Y: YES NO	
Signature		Date	
Printed Name & Title			

# 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 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, 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/Provider shall submit to the public agency, after notification of award but prior to execution of a goods and/or services contract, one of the following three documents:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
- 2. A photo copy of their Certificate of Employee Information Report
- 3. A completed Affirmative Action Employee information Report Form AA032

THE AFFIRMATIVE ACTION AFFIDAVIT FOR PROVIDERS HAVING LESS THAN FIFTY EMPLOYEES IS NOT LONGER ACCEPTABLE.

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

Print Name of Company/Firm	Print Name	
Date	Signature	
Subscribed and sworn to before me this, 2019		
Seal and Signature of Notary Public Commission Expires		

# REQUIRED EVIDENCE/AFFIRMATIVE ACTION REGULATIONS

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Upon notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Officer:

1.	A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR	
2. OR	A photocopy of approved NJ Certificate of Employee Information Report.
3.	An Affirmative Action Employee Information Report (Form AA302).
	TRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE RMATIVE ACTION REGULATIONS OF P.L.1975, C.127.
The following	ng questions must be answered by all contractors:
Yes _	nave a federally-approved or sanctioned Affirmative Action Program?  NO
•	, please submit a copy of such approval. have a NJ Certificate of Employee Information Report Approval?
-	NO
	, please submit a copy of such certificate.
•	gned contractor/Provider certifies that he is aware of the commitment to comply with ents of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to
COMPANY	: SIGNATURE:
TITLE:	

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

### LOCAL PUBLIC CONTRACTS LAW

# MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the municipality do hereby agree that the provisions of **Title II of the Americans** with DISABILITES ACT OF 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all service, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or services on behalf of the Municipality 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 Municipality in any action or administration proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any 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 administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality or the Municipality 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 Municipality shall, as soon as practicable after a claim has been made against it, give written notice thereof the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Municipality or any of its agents, servants and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the Municipality or its representatives.

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

It is further agreed and understood that the Municipality assumes no obligation to indemnify or save harmless the contractors, 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's from any liability, nor preclude the Municipality from taking any other actions available to it under any provisions of this Agreement or otherwise at law.

(Print Name)	Signature of Service Provider
Date:	

# Instructions to Providers/Contractors/Vendors and Statutory Requirements

# **Instructions and Statutory Requirements**

# 1. SUBMISSION OF PROPOSAL QUOTES

A. PROPOSALs shall be received by the Township Clerk of the Township of Edgewater Park, hereinafter referred to as the "owner" or "contracting unit," in accordance with public advertisement as required by law.

B. PROPOSALs must be received by the Township Clerk no later than 10:00 A.M., prevailing time, on Wednesday, August 21, 2019, in the Clerk's Office, Edgewater Park Township Municipal Building, 400 Delanco Road, Edgewater Park, NJ. Owner reserves the right to postpone the date for receipt and opening of proposals and will give written notice of any such postponement to each potential Provider as required by law. Present expectations are for Township Committee to approve the contract with an effective date of November 1, 2019.

C. Each proposal shall be submitted on the proposal form(s) included with this solicitation, in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the Provider written on the face of the envelope, and (3) clearly marked "QUOTE/PROPOSAL – EMERGENCY MEDICAL SERVICES" with the contract title and ID # of the contract being solicited:

### BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICES

- D. It is the Providers responsibility to ensure that proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular, overnight or express mail. If the proposal is sent by overnight or express mail service, the designations contained in subsection C above, must also appear on the outside of the overnight/express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the owner before the time of opening of proposals may be withdrawn upon written application of the Provider who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. No proposal may be withdrawn in the 60 day period after the proposals are received.
- F. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
- G. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Provider, and be signed by an authorized representative as follows:

- (i.) Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by an authorized representative, followed by the signature and designation of the person signing.
- (ii.) Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- (iii.) Proposals by sole-proprietorship shall be signed by the proprietor.

When requested by the owner, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Providers should be aware of the following statutes that comprise "Truth in Contracting" laws: N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Providers. It is a serious crime for the Provider to knowingly submit a false claim and/or knowingly make any material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a person commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Prospective contractors should consult the statutes or legal counsel for further information.

- I. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay service charges such as interest and late fees. The owner will not complete credit applications as a result of the contract resulting from award based on these specifications.
- J. Failure to sign and give all information in the proposal may result in the proposal being rejected.
- K. All forms shall be completed and attached to the proposal. Prospective contractors are referred to the Proposal Checklist page.

# 2. PROPOSAL SECURITY AND BONDING REQUIREMENTS (if required)

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

# A. PROPOSAL GUARANTEE

Contractors shall submit with the proposal a certified check, cashier's check or bond in the amount of ten percent (10%) of the total price, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a bond, it shall contain a Power of Attorney for the full amount of the bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The security of the unsuccessful bidder(s), except the bid security of the three apparent lowest responsible bidders, shall be returned, unless otherwise

requested by the bidder, within 10 days after the opening of the bids in accordance with N.J.S.A. 40A:11-24(a). Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond or other security, if any, the bid security of the remaining unsuccessful bidders shall be returned to them. The bid security of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security, if any, is submitted. The bid security of the successful bidder shall be forfeited, pursuant to N.J.S.A. 40A:11-21, if the bidder fails to enter into a contract with the owner.

Failure to submit a bid guarantee shall result in rejection of the bid.

# B. CONSENT OF SURETY

In accordance with N.J.S.A. 40A:11-22, bidder shall submit with the bid a certificate (consent of surety) with Power of Attorney for the full amount of the bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a performance bond in the full amount of the bid. This certificate shall be obtained for a bond for the faithful performance of all provisions of the specifications and for all matters contained in the notice to Providers, relating to the performance of the contract.

Failure to submit a consent of surety form shall result in rejection of the bid.

# C. PERFORMANCE BOND AND SURETY DISCLOSURE STATEMENT

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey.

Failure to submit the performance bond and surety disclosure statement with the executed contract shall be cause for declaring the contract null and void.

# D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

# E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contract	ctor shall submit a maintenance bond
(N.J.S.A. 40A:11-16.3) in an amount not to exceed	% of the project costs guaranteeing
against defective quality of work or materials for the period	od of:
1 year	
2 years	

# 3. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the Request for Proposals/Specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Township Administrator. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bid. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Township Administrator no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

C. No oral interpretation and/or clarification of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing and addressed to the Township Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) calendar days prior to the date fixed for the opening of the bids.

Any and all such interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specifications and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

In accordance with N.J.S.A. 40A:11-23(c), when issuing notices of revisions or addenda to advertisements or bid documents, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package.

### D. Discrepancies in Bids/Proposals

- (i). If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- (ii). In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

#### 4. PRE-BID/PROPOSAL CONFERENCE

If stated in the Notice to Bidders:

<u>X</u>	A pre-bid conference is not required for this bid.
	A pre-bid conference for this proposal will be held on
Attend	dance is not mandatory, but is strongly recommended. Failure to attend does not relieve
the bic	dder of any obligations or requirements.

# 5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods, services and/or commodity desired and will be used as a standard by which alternate or competitive materials offered will be evaluated. Competitive items must be equal to the standard described and be of the same quality of work or performance, as the case may be.
- B. Variations between the goods, services and commodities described and the goods, services and commodities offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Provider's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that the goods, services and commodities described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and demonstrate the equivalency of the goods, services or commodities offered. The owner reserves the right to evaluate the equivalency of the goods, services or commodities which, in its deliberations, meets its requirements.
- D. The bidder shall hold and save harmless the owner, its officers, agents, servants and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, and patented or unpatented inventions or articles furnished or used in the performance of this contract. Moreover, the successful bidder shall, at its own expense, defend any and all actions or suits alleging such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to prevailing statutes.
- F. The successful bidder shall guarantee any or all goods, services and commodities supplied under these specifications. Defective or inferior goods shall be replaced at the bidder's sole expense. The contractor will be responsible for return freight, delivery or restocking charges.

#### 6. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages.

# A. INSURANCE REQUIREMENTS

# <u>X</u> 1. Workers' Compensation Insurance – **See Technical Specification**

Workers' compensation insurance shall be maintained in full force during the life of the contract, covering all employees, subcontractors, or independent contracts and/or causal employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Part B of Employers Liability Section shall include minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.

# X 2. General Liability Insurance – See Technical Specification

General liability insurance including Health Care Professional liability shall be provided with limits of not less than \$5,000,000 any one person and \$5,000,000 any one claim for bodily injury and property damage.

# X 3. Automobile Liability Insurance – **See Technical Specification**

Automotive liability insurance covering the contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$5,000,000 any one person and \$5,000,000 any one accident for bodily injury and property damage.

# X Other Forms of Insurance Required - See Technical Specification

All Insurance provided shall be written by an insurance carrier that shall be accepted by the Township Risk Manager and Township Committee.

# B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for the coverages required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured. – **See Technical Specification** 

### C. INDEMNIFICATION

Successful bidder shall indemnify and hold harmless the owner, its officers, agents, and employees, from all claims, suits and actions, and damages or costs of every name and description, including attorneys' fees and costs of suit, to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the successful bidder, the bidder's agents, servants or subcontractors in the delivery of goods, services, and commodities or in the performance of the work under the contract. Inclusive of suits brought by Contractor Employees.

## 7. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No contractor/provider may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as an exhibit to this bid specification.

- 1. Procurement, Professional and Service Contracts
- (i). A photocopy of a valid letter confirming that the Provider is operating under a Federally approved affirmative action plan; or
- (ii). A photocopy of the Provider's Certificate of Employee Information Report;
- or (iii). A photocopy of an Employee Information Report (Form AA 302).

### 2. Construction Contracts – N/A

The successful bidder shall submit to the Township Administrator, within three (3) days of the signing of the contract, an initial project manning report (Form AA 201) for any contract that meets or exceeds the bid threshold.

The Provider shall also submit to the Township Administrator a copy of the Monthly Project Manning Report once per month for the duration of the contract. The Provider shall also cooperate with the owner in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

#### B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods, services and commodities is prohibited. Bidders are required to read the Americans with Disabilities language that is included as an appendix this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Provider is obligated to comply with the Act and to hold the owner harmless.

#### C. STATEMENT OF CORPORATE OWNERSHIP

Bidders must comply with N.J.S.A. 52:25-24.2. The statute provides that no corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation, or sole proprietorship shall be awarded any contract for the performance of any work or the furnishing of any goods, services, and commodities, unless, prior to the receipt of the bid or accompanying the bid of said bidder, there is submitted a statement setting forth the names and addresses of all stockholders in the entity who own ten (10%) percent or more of the stock, of any class or of all individual partners who own a ten (10%) percent or greater interest in the entity. The Statement of Corporate Ownership shall be completed and attached to the bid proposal. Failure to submit a signed stockholder disclosure document,

whether or not a stockholder or partner owns less than 10% of the business submitting the bid, shall result in rejection of the bid.

#### D. PROOF OF BUSINESS REGISTRATION

Bidders must comply with N.J.S.A. 52:32-44. The statute requires that the successful bidder must submit proof of business registration prior to the time of contract.

# E. 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 <a href="www.elec.state.nj.us">www.elec.state.nj.us</a>

If the boxes preceding the following items are checked, they are mandatory requirements of the bid proposal and contract.

# X F. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT – If Applicable

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

## G. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., certain contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. Any contractor subject to the Prevailing Wage Act shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at <a href="https://www.state.nj.us/labor/lsse/lspubcon.html">www.state.nj.us/labor/lsse/lspubcon.html</a>.

# \_\_ H. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be

registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at <a href="https://www.state.nj.us/labor/Isse/Ispubcon.html">www.state.nj.us/labor/Isse/Ispubcon.html</a>.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

# \_X\_ I. NON-COLLUSION AFFIDAVIT

Bidders must comply with N.J.S.A. 52:34-15. The Affidavit shall be properly executed and submitted with the bid proposal.

## 8. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the RFP's technical specifications. Pursuant to the requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid solicitation shall be subject to the availability and appropriation of sufficient funds annually.
- B. Proposals are being considered under NJSA 40A:11-3 provisions of the Local Public Contracts Law and will be evaluated and awarded on the basis of the determination of the Township Committee as to which proposal is in the best interest of the Township of Edgewater Park, considering qualifications, training, staff (including staff certifications), response time, financial support, including fuel costs required from the Township in order to ensure "soft billing." All personnel responding to calls will be required to satisfactorily pass a police background check and will be subject to random drug screening, at the cost of the contractor.

- C. The owner may also elect to award the contract on the basis of unit prices if applicable.
- D. The form of contract shall be submitted by the successful bidder for consideration by the Township, which may modify the contract language. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

### 9. CAUSES FOR REJECTING BIDS/PROPOSALS

Bids/Proposals may be rejected for any of the following reasons:

- A. The reasons set forth in the New Jersey Public Contracts Law
- B. More than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids are received from an agent representing competing bidders;
- D. The bidder is disqualified.
- **E.** The successful bidder fails to enter into a contract within 7 days, Sundays and holidays excepted, or such other period of time otherwise agreed upon by the parties

#### 10. TERMINATION OF CONTRACT

- A. If, through any cause, the Contractor/Provider fails to fulfill in a timely and proper manner obligations under the contract or if the Provider shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the Provider of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the Provider shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the Provider and the owner may withhold any payments to the Provider for the purpose of compensation until such time as the exact amount of the damage due the owner from the Provider is determined.
- C. The Provider agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the Provider, the owner may procure the goods, services or commodities from other sources and hold the Provider responsible for any excess costs.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

# 11. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the Provider disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be subject to approval by the Township Committee.

The Provider shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township Committee.

#### 12. PAYMENT

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

# **Technical Specifications**

- 1. (BASE PROPOSAL) Provide any required Basic Life Support (BLS) ambulance services on a 24 hour per day basis, 7 days per week, 365 days per year for the term of the contract from November 1, 2019 to and including October 31, 2022.
- 2. (ALTERNATE #1) Provide any required Basic Life Support (BLS) ambulance services on a 24 hour per day basis, 7 days per week, 365 days per year for the term of the contract from November 1, 2019 to and including October 31, 2023.
- 3. (ALTERNATE #2) Provide any required Basic Life Support (BLS) ambulance services on a 24 hour per day basis, 7 days per week, 365 days per year for the term of the contract from November 1, 2019 to and including October 31, 2024.
- 4. PER TECHNICAL SPECIFICATIONS
  Contractor access to Township's fuel depot, if part of the financial proposal.
- 5. Make available personnel trained and certified as emergency medical technicians in accordance with the requirements of the State of New Jersey in order to provide basic life support ambulance services for treating and transporting sick or injured persons found within the boundaries of the coverage area to Lourdes Medical Center of Burlington County, at 218 Sunset Road, Willingboro, NJ 08046 or to a different hospital when an appropriate medical authority directs the patient to a different hospital, or when transport to Lourdes Medical Center of Burlington County would be inconsistent with established medical protocols.
- 6. Transport at no cost to Edgewater Park Township or members/staff of its administrative, public works, police, fire, and emergency management departments when such transportation is necessary and is a result of the individual injured while performing his or her official duties.
- 7. Provide standby services at no cost to Township of Edgewater Park at all serious fire, flooding, dangerous or hazardous emergencies that occur within the coverage area, when so requested by the Fire Chief, Chief of Police or incident commander. However, subject to provisions above, in such cases, contractor may bill the patient and third party payers, if any, for services rendered.
- 8. Provide standby services at no cost to Edgewater Park Township under direction or approval of the Edgewater Park Township Administrator, and/or assignee, for sporting events, holiday events or other such events as determined by the Township of Edgewater Park.
- 9. Provide at least one (1) CPR and Defibrillator training to employees of Edgewater Park Township on an annual basis at no cost to Edgewater Park Township.
- 10. Submit a plan for providing not less than three (3) continuing education courses

annually at no cost for members of the Edgewater Park Police Department.

- 11. Adopt and apply policies, procedures, and reports of operations and activities that are in compliance with all federal, state, county, and local legislation and regulations.
- 12. Provide all forms, documents, records, and software necessary for administration of Edgewater Park Township emergency medical services.
- 13. Maintain patient care records, billing records, and financial records in compliance with all laws regarding confidentiality of patient records and records retention.
- 14. Respond to inquiries from government agencies, physicians, patients, and the public regarding Edgewater Park Township emergency medical services.
- 15. Maintain written procedures for patient complaints.
- 16. Provide an accounting in writing to Edgewater Park Township on a monthly basis concerning all amounts billed, collected, or deemed non-recoverable for services rendered in the coverage area. The specific form of the accounting will be determined when the contractor and Township enter into a contract.
- 17. Maintain at least the minimum insurance coverage as specified below with a company or companies licensed or otherwise authorized to do business in the State of New Jersey as follows:
  - a. Commercial general liability (including, but not limited to, personal injury, premises, completed operations and contractual liability): \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate.
  - b. Automobile liability (covering use of all owned, non-owned and hired automobiles): combined single limit of \$5,000,000.00 per occurrence for bodily injury and property damage liability.
  - c. Professional liability (Medical Malpractice Errors & Omissions). The contractor, its employees and volunteers must be included as insureds: \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate.
  - d. During the term of this contract the contractor shall procure and maintain Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey.
  - e. The contractor shall not commence work under this contract until it has obtained the insurance required under this section and submitted a certificate of insurance evidencing such coverages to the Township.
  - f. The following shall be Additional Insureds with respect to all liability policies: Edgewater Park Township, including all elected and appointed

- officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- g. This coverage shall be on a Primary and non contributory basis.
- h. The Edgewater Park Township Administrator shall be given sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change regarding any of the insurance policies evidenced.
- 18. All EMS radio communications shall take place on radio channels designated by Edgewater Park Township. The contractor will provide at least two (2) portable radios in good working condition containing the appropriate frequencies to communicate with Burlington County Communications. Contractor shall be responsible, at its sole cost and expense, for installing and maintaining all other necessary radio hardware and programming.
- 19. Contractor shall be NIMS and ICS compliant.
- 20. Contractor's emergency medical technicians are required to have current certifications in Emergency Vehicle Operations Course (EVOC) or Certification as an Emergency Vehicle Operator (EVOC). All pre-hospital responses shall be staffed minimally at the basic life support level. All EMS staff must receive initial substance abuse screening on hire, randomly, and incident based.
- 21. Burlington County Communications is the agency that receives 9-1-1 calls for Edgewater Park Township and dispatches ambulances for medical emergency calls. Contractor will follow Burlington County Communications radio communications protocols when responding to emergency calls.
- 22. Contractor will provide treatment without regard to any patient's ability to pay but may bill all appropriate payers and patients on a fee-for-service basis. Contractor shall have in place processes to improve and maintain accuracy of bills and shall use its best efforts to collect from third party payers before collection activity covered by the Federal Fair Debt Collections Practices Act or comparable New Jersey law is commenced against the patient. Contractor will employ non-aggressive tactics when seeking to collect any out-of-pocket charges, but will use reasonable collection efforts as required by law. Edgewater Park Township will not bill patients for costs incurred in conjunction with a transport performed by the contractor.
- 23. Term of contract: 1.) Base Proposal, term November 1, 2019, through October 31, 2022; or 2.) Base Proposal and Alternate #1, term November 1, 2019 through October 31, 2023; or 3.) Base Proposal and Alternates #1 and #2 November 1, term 2019 through October 31, 2024. Contract may be canceled without cause during contract term by either party upon one-hundred twenty (120) days written notice. The Township of Edgewater Park reserves the right to award the contract as the Base Proposal and/or Base Proposal and Alternate #1 and/or Base Proposal and Alternate #1 and Alternate #2.
- 24. Submit written proof of licensure with the State of New Jersey.

- 25. Contractor shall staff each ambulance with a minimum of two emergency medical technicians (certified, at a minimum, as EMTs by the New Jersey State Department of Health), who shall be responsible for providing basic life support (as defined in the statute governing emergency medical services, N.J.S.A. 26:2K-21, and in Title 8 of the New Jersey Administrative Code) within the limits of their certifications. Each ambulance shall carry a semi-automated external defibrillator model approved by the New Jersey Department of Health and Senior Services, Office of Emergency Medical Services.
- 26. Edgewater Park Township, if needed, will provide contractor access to the Township's fuel depot for the purpose of allowing contractor's ambulances that are assigned to Edgewater Park Township and used in the coverage area to be filled with diesel fuel. However, in the event that the fuel depot is temporarily closed for any reason and access is unavailable to the municipal fleet, access will also be unavailable to the contractor and contractor shall then be required to make its own arrangements for vehicle fuel at contractor's expense. Edgewater Park Township is not responsible for the quality of the fuel dispensed at the fuel depot and, therefore, if contractor is unsatisfied with the quality of the fuel contractor may, at its sole cost and expense, obtain vehicle fuel from other sources.

# PROPOSAL FORMAT

Proposals shall include the following information:

- 1. Name and telephone number of person(s) to be contacted for further information and clarification;
- 2. Description of your patient billing and collection procedures and policies;
- 3. Description of your experience as the provider of BLS (and/or ALS) emergency medical services for a population under 10,000 persons or equivalent experience in a contiguous service area:
- 4. Evidence of fiscal strength to implement and maintain the services outlined in this RFP for the term of the contract;
- 5. Description of your vehicle maintenance program;
- 6. Description of your vehicle safety program, which shall include an ongoing driver training program;
- 7. Description of your quality assurance program;
- 8. Description of your quality improvement program and any performance measure program;
- 9. Description of your patient care records storage system;
- 10. Description of your personnel policies and procedures;
- 11. Description of your ambulances by type (e.g., Type I or Type III), standard equipment, average age of ambulances in your fleet, and configuration;
- 12. Description of your Communicable Disease Policy that complies with OSHA requirements and other regulations;
- 13. Describe your employee safety program; and
- 14. Staffing:

## Ambulance workforce

- a. Describe work schedules, shift assignments, and any audit criteria related to work schedules and working conditions;
- b. Describe how you measure workload and fatigue for ambulance crews;
- c. Describe your employee recruitment and screening program;
- d. Describe your employee retention program;
- e. State the lowest and highest hourly pay rates for an EMT;
- f. Describe your Critical Incident Stress Management and Employee Assistance programs.

## Management and supervision

- a. Describe the management structure that will be used to manage all aspects of the emergency medical service;
- b. Identify your key management staff for the area that will include Edgewater Park Township;
- c. Describe the qualifications and provide job descriptions for all management and supervisory personnel for the emergency medical service.

### **Training**

- a. Describe your training/education program for ambulance personnel
- b. Describe your orientation program for newly hired EMT's;
- c. Describe your procedures and controls for ensuring that EMT's satisfy annual refresher training and continuing education requirements.
- d. Describe your procedures to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, and precautions.
- 15. Describe your licensure/certification requirements under applicable laws and regulations and how you satisfy those requirements.
- 16. Describe your Response Criteria for responding to calls in the coverage area using contractor location in which vehicles shall be housed and dispatched as the "respond from" location for purposes of the bid solicitation and measured from time of dispatch to arrival at the scene.
- 17. Identify any and all public sector clients for whom you have provided emergency medical services the past five (5) years under a contract for services similar to that which is proposed in this bid solicitation. You should identify the client by name, address, contact person, description of the scope of services provided, and cost for said services, if any, to the client.
- 18. Cost proposals shall be set forth on the enclosed bid form.