

**CITY OF BEVERLY  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVE** that sealed bids will be received by the City of Beverly, County of Burlington, State of New Jersey, for the following contract:

**PROVISION OF A BASIC LIFE SUPPORT EMERGENCY  
MEDICAL SERVICE RESPONSE AND TRANSPORTATION  
SYSTEM**

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**REQUEST FOR PROPOSALS**

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**Two (2) unbound hard copies and one (1) CD/DVD of the proposals shall be submitted:**

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

Municipal Clerk, City of Beverly  
Frank R. Costello Municipal Building  
446 Broad Street  
Beverly, New Jersey 08010

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

Municipal Clerk, City of Beverly  
Frank R. Costello Municipal Building  
446 Broad Street  
Beverly, New Jersey 08010

All proposals must be received at the City Clerk's Office **no later than 11:00 am, Thursday, July 6, 2017.** Proposals shall be submitted to the Clerk's Office, City of Beverly, Frank R. Costello Municipal Building, 446 Broad Street, Beverly, New Jersey 08010.

All bidders are advised that they shall comply with the requirements of the New Jersey Local Public Contract 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 N.J.S.A. 40A:11-3 and will be evaluated and awarded on the basis of the determination of the Common Council as to which proposal is in the best interest of the City of Beverly, considering qualifications, training, staff (including staff certifications), and response time. All personnel responding to calls will be required to satisfactorily pass a background check and will be subject to random drug screening, at the cost of the contractor.

Proposals shall be for a period of five (5) years, unless either party gives ninety (90) days prior written notice of termination.

**PROPOSAL CHECKLIST  
EMERGENCY MEDICAL SERVICES**

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.

<b>Required</b>		<b>Initial, if Read, Signed, &amp; Delivered</b>
<b>X</b>	Registration Certificate for Contractor and any listed subcontractors as required by <u>N.J.S.A.</u> 40A:11-21	
<b>X</b>	Statement of Corporate Ownership, <u>N.J.S.A.</u> 52:25-24.2	
<b>X</b>	Status of present contracts, if any, for EMS Services with other municipalities	
<b>X</b>	Non-collusion Affidavit, pursuant to <u>N.J.S.A.</u> 52L34-15	
<b>X</b>	Specifications indicating compliance with identified requirements and, if applicable, letter outlining deviations from written specifications	
<b>X</b>	Mandatory Language: Americans With Disability Act	
<b>X</b>	Mandatory Language: Equal Employment Opportunity Act	
<b>X</b>	Mandatory Language: Affirmative Action Compliance Notice	
<b>X</b>	Mandatory Language: Election Law Enforcement Commission	
<b>X</b>	Mandatory Language: Disclosure of Investment Activities in Iran	

## BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE

### I. RELATIONSHIP OF PARTIES

- 1.1 Independent Contractor:** It is mutually understood and agreed that in the performance of the duties and obligations of this proposal, the City and the Contractor is a separate and independent contractor. Neither party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party. Nothing contained within the proposal will be construed to create a partnership, joint venture, or employment relationship.

### II. OBLIGATIONS OF CONTRACTOR

- 2.1 Minimum Standards:** Contractor shall conform to all local, state and federal laws or regulatory provisions governing the provisioning of emergency medical services.
- 2.2. Licensure:** Contractor shall maintain licensure as a Basic Life Support Provider as defined in **N.J.A.C. 8:40-1.1, et seq.** and provide a copy of its License from the State of New Jersey to the City of Beverly.
- 2.3 Level of Care:** Contractor shall meet and/or exceed the minimum level of care for “Street EMS (Emergency Response)” provider as defined in **N.J.A.C. 8:40-1.1, et seq.**
- 2.4 Statistical Information:** Contractor shall provide the City of Beverly with monthly reports within 15 days of the end of the month that contains at a minimum:
- (a) Total number of calls that Contractor was dispatched to within the City of Beverly;
  - (b) Total number of calls that Contractor answered;
  - (c) Total number of calls that a mutual aid squad answered;
  - (d) Average monthly response time;
  - (e) Any complaints, comments or pertinent explanations.
- 2.5 Response:** Contractor shall have an ambulance to provide all basic life support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. **Contractor must maintain a minimum of 90% call response rate.** Additional ambulances may be assigned based upon call volume for specific days and times. Each ambulance shall be equipped with a semi-automated external defibrillator model approved by the New Jersey Department of Health and Senior Services, Office of Emergency Medical Services.
- 2.6 Staffing:** Contractor emergency medical technicians are required to have current certifications in Emergency Vehicle Operations Course or Certification as an Emergency Vehicle Operator. Contractor’s staff must receive initial substance abuse screening on hire, randomly and incident based. All driver’s licenses will be checked through the NJ Division of Motor Vehicles prior to driving any emergency apparatus and every two years thereafter. Proof of these checks will remain on-file with the contractor and subject to review when requested by the City of Beverly.

- 2.7 **Complaints:** Contractor shall respond to any complaints against it within a time frame acceptable to both parties. Contractor shall respond to the City of Beverly in a prompt manner and will list the nature of the complaint, its investigative findings and, if necessary, a place of corrective action.
- 2.8 **City Employees:** Contractor shall transport, at no cost to the City of Beverly or member/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.
- 2.9 **Significant Events:** Contractor shall provide standby services at no cost to the City of Beverly, at all serious fire, flood, dangerous or hazardous emergencies that occur within the coverage area, when requested by the Public Safety Director, Fire Chief, Emergency Management Coordinator and/or Incident Commander. However, subject to provisions above, in such case, Contractor may bill the patient and third-party payers, if any, for services rendered.
- 2.10 **Standby Services:** Contractor shall provide standby services, at no cost to the City of Beverly, under direction or approval of the Beverly City Administrator, and/or his/her designee for sporting events, holiday events or other events determined by the City of Beverly. The City Administrator, and/or designee will confer with the Contractor on a regular basis to discuss the needs of the community and the resources required for the indicated events.
- 2.11 **Education:** Contractor shall provide not less than three (3) continuing education courses annually, at no cost, for the members of the City of Beverly Police Department. All training will be held at a mutually agreeable location.
- 2.12 **Miscellaneous:** Contractor shall provide certified oxygen tanks to the City of Beverly Police Department on an as needed basis. Contractor shall provide first aid supplies to the City of Beverly Police Department for emergency use and maintain said supplies. All medical bags and oxygen equipment will be made available for inspection at the request of the contractor.

Each ambulance shall carry the appropriate doses of Naloxone (Narcan), the appropriate adult and child dose of Epinephrine in the form of auto injectors, aspirin, and a continuous positive airway pressure (CPAP) device. All medical director approvals will be maintained for this medication and equipment. All contractor EMTs will be qualified to utilize this medication and equipment.

### III. OBLIGATIONS OF THE CITY OF BEVERLY

- 3.1 **Basic Life Support – Sole Provider:** The City shall not enter into any additional agreements or approvals for the provision of Basic Life Support Services, listed in this agreement, without the prior written consent of Contractor.

#### IV. INSURANCE AND INDEMNIFICATION

**4.1 Insurance:** Contractor shall maintain at least the minimum insurance coverages 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 and \$5,000,000.00 annual aggregate.
- (c) Professional liability (Medical Malpractice Errors and 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 City.
- (f) The following shall be Additional Insureds with respect to all liability policies: City of Beverly, 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 Beverly City 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.

## V. PROPOSAL FORMAT

Proposals shall include the following information:

1. Name and telephone number of the person(s) to be contacted for further information and clarification;
2. Description of your patient billing and collection policies and procedures;
3. Description of your experience as the provider of BLS (and/or ALS) emergency medical services for a population consistent with that of the City of Beverly or equivalent experience in a contiguous service area;
4. Evidence of the 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 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 ambulance fleet by type (e.g. Type I or Type II), standard equipment, average age of your ambulances; 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 the City of Beverly;
- (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 new 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 license/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 in 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 clearly on the bid response.

**BASIC LIFE SUPPORT  
EMERGENCY MEDICAL SERVICES**

**CONTRACTOR INFORMATION**

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Company Name

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Federal ID or SSN

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Address

---

Signature

---

Type or Print Name

---

Title

---

Telephone Number

---

Date

---

Fax Number

---

e-mail Address







Listed below are the name and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who owns (10) percent or greater interest therein.

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Name	Address
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Name	Address
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Name	Address
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Name	Address
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Name	Address
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CONTINUE ON ADDITIONAL SHEET IF NECESSARY

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**  
**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates, pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or subcontractors, 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 and subcontractor, where applicable, agrees to comply with the 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 and subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.S.A. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.S.A. 17:27-5.2.

The contractor and 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 or age, race, creed, color, national origin, ancestry, martial status, affectional or sexual orientation, or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

\_\_\_\_\_  
Print Name of Company/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Seal and Signature of Notary Public

Commission Expires \_\_\_\_\_

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

The contractor and the City of Beverly, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

\_\_\_\_\_  
Print Name of Company/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

## Election Law Enforcement Commission

Pay-To Play: The Election Law Enforcement Commission (ELEC) has adopted its proposed regulations (published in the April 16, 2007 edition of the N.J. Register). The regulations require vendors to submit their annual report covering contracts and contributions for the prior calendar year by March 30th of each 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](http://www.elec.state.nj.us)

COMPANY: \_\_\_\_\_

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

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

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

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



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

**PART 1**

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

Full Name (Print): \_\_\_\_\_

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

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

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

## Instructions and Statutory Requirements

### 1. SUBMISSION OF PROPOSAL QUOTES

- (a) PROPOSALS shall be received by the Clerk of the City of Beverly, 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 City Clerk no later than 11:00 A.M., prevailing time, on Thursday, July 6, 2017, in the Clerk's Office, Frank R. Costello Municipal Building, 446 Broad Street, Beverly, New Jersey 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 Common Council to approve the contract with an effective date of July 11, 2017
- (c) Each proposal shall be submitted 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."
- (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 request for proposal, 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 submission 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. 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 City's 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 City's 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 City's 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.

**3. PRE-BID/PROPOSAL CONFERENCE**

If stated in the Notice to Bidders:

  X   A pre-bid conference is not required for this bid.

     A pre-bid conference for this proposal will be held on \_\_\_\_\_. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

**4. 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. 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.

## 5. INSURANCE AND INDEMNIFICATION

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

### A. INSURANCE REQUIREMENTS

#### X 1. Workers' Compensation Insurance – **See Insurance and Indemnification**

Workers' compensation insurance shall be maintained in full force during the life of the contract, covering all employees, subcontractors, or independent contractors and/or casual 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 Insurance and Indemnification**

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 Insurance and Indemnification**

All Insurance provided shall be written by an insurance carrier that shall be accepted by the City's Risk Manager and Common Council.

### 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 Insurance and Indemnification**

### 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.

## **6. 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;
- (ii) Photocopy of the Provider's Certificate of Employee Information Report; or
- (iii) A photocopy of an Employee Information Report (Form AA 302).

The successful bidder shall submit to the City 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 City 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 [www.elec.state.nj.us](http://www.elec.state.nj.us)

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

#### 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. 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.

### 7. 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 N.J.S.A. 40A:11-3 provisions of the Local Public Contracts Law and will be evaluated and awarded on the basis of the determination of the Common Council as to which proposal is in the best interest of the City of Beverly, considering qualifications, training, staff (including staff certifications), and response time. 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 City of Beverly, which may modify the contract language. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

## **8. 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

## **9. 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.

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.

**10. 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 Common Council.

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 Common Council.

**11. PAYMENT**

A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.