

REQUEST FOR PROPOSALS EMERGENCY MEDICAL SERVICES

Proposal Due Date

No Later than 10:00 a.m. on January 25, 2017

**Mayor, Frank DelCore
Deputy Mayor, Carl Suraci
Committeewoman, Gloria McCauley
Committeeman, Douglas Tomson
Committeeman, Greg Burchette**

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ALL QUESTIONS MUST BE SUBMITTED IN WRITING
PRIOR TO JANUARY 18, 2017 AND DIRECTED TO:

NANCY COSTA, CFO/QPA
TOWNSHIP OF HILLSBOROUGH
379 SOUTH BRANCH ROAD
HILLSBOROUGH, NJ 08844
OR VIA [EMAIL: ncosta@hillsborough-nj.org](mailto:ncosta@hillsborough-nj.org)

GENERAL OBJECTIVES/SCOPE OF SERVICES:

The Township of Hillsborough ("Township") is soliciting proposals from qualified emergency medical service ("EMS") contractors to provide Basic Life Support ("BLS") services to the citizens, workers, and visitors within the Township, twenty-four (24) hours a day, seven (7) days a week. The area of the Township is approximately 54 square miles with a population of 38,303. The contract period will be for two (2) years with three (3) one year renewal options said options to be exercised at the sole discretion of the Township. The contractor will also be responsible for providing standby emergency medical services within the Township for fire, rehabilitation services for firefighters, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events. The Township anticipates the contractor will derive its reimbursement for emergency medical services and standby emergency medical services from patients for whom services are provided, including, but not limited to, insurance, Medicare and Medicaid coverage. The contractor shall be responsible for billing patients, insurance, Medicare and Medicaid directly for services provided. The Township shall not be responsible for uncollected amounts. The contractor shall specify in its response to this Request for Proposals ("RFP") whether they intend to charge the Township for any fees or costs associated with providing the emergency medical services or standby emergency medical services set forth in this RFP.

DEMOGRAPHICS:

**CALL NUMBERS
TOWNSHIP OF HILLSBOROUGH**

<u>2013</u>	<u>2014</u>	<u>2015</u>
3,668	3,096	3,357

1.0 OBLIGATIONS OF CONTRACTOR

1.1 Emergency Medical Services

The contractor shall be responsible for providing BLS services to the citizens, workers, and visitors within the Township, twenty-four (24) hours a day, seven (7) days a week. The contractor shall maintain at least one (1) ambulance within the Township in a ready state at all times to respond to emergency medical service calls. When the ambulance is dispatched to a call, another ambulance shall be immediately dispatched and located within the Township to respond to emergency medical service calls. The contractor shall continue to dispatch ambulances to the Township to ensure there is always an ambulance located within the Township in a ready state to respond to emergency medical service calls. New Jersey licensed Emergency Medical Technicians ("EMTs") in good standing are required

to be on site with the ambulances twenty-four (24) hours per day, seven (7) days per week.

1.2 Standby Emergency Medical Services

The contractor will also be responsible for providing standby emergency medical services within the Township for fire, rehabilitation services for firefighters, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events.

1.3 Licensure

All ambulances dispatched for service within the Township shall meet the requirements of applicable Federal, State and local laws, regulations and licensure standards.

1.4 Markings

The ambulances shall be conspicuously lettered to denote they are being operated by the contractor.

1.5 Equipment and Maintenance

The contractor shall be responsible for providing all ambulances and equipment. The contractor shall also be responsible for all costs associated with the operation and maintenance of the ambulances and equipment. The ambulances used for service within the Township shall be maintained in sound mechanical condition and will be cleaned and properly stocked to meet NJ Department of Health, Division of The Office of Emergency Medical Service standards. The ambulances shall also be equipped with defibrillators. The contractor shall provide the Township with a list of ambulances and equipment owned or leased by the contractor meeting these specifications. The Township reserves the right to inspect the ambulances. The contractor must remediate any deficiencies noted by the Township within a reasonable period of time. If contractor is inspected by a state official and the ambulance or EMT member is deemed to be placed in an "out of service" state the contractor will immediately replace the ambulance and/or EMT member. Any "out of service" mandates, regardless if it was initiated by a Township official or a non-Township official, will be reported to the Township Administrator at the time of the "out of service" mandate. Upon remediation of any such "out of service" mandates the contractor shall provide notice to the Township Administrator of remediation and the time of the remediation.

1.6 Hillsborough Volunteer Rescue Squad

The Township is interested in preserving the Hillsborough Volunteer Rescue Squad to provide emergency medical services and standby emergency medical services within the

Township in cooperation with the contractor. The Township however cannot guarantee the viability or continued existence of the Hillsborough Volunteer Rescue Squad. The contractor agrees to cooperate with the Hillsborough Volunteer Rescue Squad in providing emergency medical services and standby emergency medical services within the Township to the extent such entity remains viable and continues to exist. The contractor however shall remain ultimately responsible for ensuring these services are provided in accordance with these specifications.

2.0 DISPATCH AND HOURS OF SERVICE

2.1 Cooperation with Township Police

If Township Police are present at any scene, the Township Police Officer will have full command and will be the supervising official at the scene. All calls requesting emergency medical services within the Township will be received by the Somerset County Emergency Service Communication Center who will have the ability to transfer the call to the Contractor's fully functional Public Safety Answering Point (PSAP) staffed by certified emergency medical dispatchers. Based on existing dispatch resources, Contractor should provide in their bid a system detailing how the existing dispatch and communication system will be integrated into the Contractor's provision of emergency medical dispatch services. The system should account for failsafe mechanisms in the case of primary communication failures. The contractor shall be responsible for ensuring contractor's communications systems are compatible with the Somerset County Emergency Service Communication Center so all calls for emergency medical services are handled timely, effectively and in accordance with all applicable federal, state and local standards.

2.2 Hours of Service Required

The Township is seeking dedicated service seven (7) days per week, twenty-four (24) hours a day to respond to any and all requests for emergency medical services within the Township. The contractor shall also be responsible for providing standby emergency medical services within the Township for fire, rehabilitation services for firefighters, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events.

3.0 RESPONSE TIMES/MUTUAL AID

3.1 Ambulance Response Time

Response times in an efficient emergency medical services system shall be consistent with

national averages. Response times must be less than six (6) minutes on no less than ninety percent (90%) of the occasions in ANY given 168 hour period and may never exceed ten (10) minutes. This is a critical aspect of the proposal. The plan for adherence to this standard will be strictly scrutinized and will be considered a major aspect in the consideration of which Bidder will be awarded the Contract.

3.2 Mutual Aid

Mutual Aid is an important part of a comprehensive emergency medical services system. The contractor shall be responsible for compliance with existing mutual aid commitments and agreements made by the Township. The bidder should provide detailed information as to how mutual aid requests will be handled such that local service responsibilities will not be compromised.

4.0 PERSONNEL

4.1 Emergency Medical Technicians

The Contractor shall provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians at the Defibrillation level. All contractors must also be current in any additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in Cardiopulmonary Resuscitation. These EMTs will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by the Contractor or the Township, including, but not limited to, community outreach or public information and educational services. All personnel are to be mentally and physically fit to perform their job functions.

4.2 Training and Appearance

All personnel assigned to staff an ambulance will receive driver training, as well as safety and loss training. Personnel shall maintain a neat, clean and professional appearance, dressed in a recognizable uniform with name badge visible, and will perform their duties in a professional and caring manner.

5.0 COMPENSATION

5.1 Emergency Medical Services/Standby Emergency Medical Services

The Township anticipates the contractor will derive its reimbursement for emergency medical services and standby emergency medical services from patients for whom services are provided, including, but not limited to, insurance, Medicare and Medicaid coverage. The contractor shall be responsible for billing patients, insurance, Medicare and Medicaid directly for services provided. The Township shall not be responsible for uncollected amounts. The contractor shall specify in its response to this RFP whether they intend to charge the Township for any fees or costs associated with providing the emergency medical services or standby emergency medical

services set forth in this RFP.

6.0 QUALITY ASSURANCE

6.1 Quality Assurance Program

The contractor will establish a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which services are provided whenever appropriate. The Township reserves the right upon twenty four (24) hour notice to have a Township Official or representative ride along with the contractor for an unspecified amount of time or calls.

7.0 RECORDS AND REPORTS

The Township will require that the successful contractor provide certain reports as described below to the Township. The contractor shall provide all reports to the Township Administrator. Said reports will be generated in electronic form to the Township, however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law. The contractor shall provide to the Township a quarterly operating report by the 10th day after the end of the quarter. The report shall be sent to the Township in an electronic format acceptable to the Township. The report shall contain the following information:

- a. Total number of BLS responses;
- b. Response time to BLS calls, identifying time of dispatch and time of arrival
- c. Number of response times over ten (10) minutes (see also below)
- d. Number of incidents a BLS Unit was not available;
- e. Number of incidents when a mutual aid ambulance was called into the Township;
- f. Total number of calls where the patient was not transported;
- g. Total number of patient emergency transports; and.
- h. Type of calls.

In addition, the contractor shall maintain proper documentation of calls for billing purposes. The contractor shall provide a quarterly financial report which shall include:

- a. Number of BLS calls for the three (3) month period;
- b. Number of calls and associated dollar amounts considered uncollectible (if available to the contractor); and
- c. Amount billed and amount received for BLS calls for the three (3) month period, including the payer mix of collections.

The contractor shall provide a written report of each complaint of service that the contractor receives. Said report shall state the name, address, and telephone number of the complainant, the

nature of complaint, and the identification of the ambulance and personnel involved. The contractor shall reply to all complaints of service received within one (1) week. If the contractor believes the complaint is due to the actions of the Township or any of its employees or representatives, the contractor shall refer the complaint to the Township Administrator within 24 hours of receipt of the complaint. All records and reports required to be prepared and maintained by the contractor shall be maintained and made available as herein required during the term of the Agreement and for a period of six (6) years following the termination of the Agreement. The Township shall, upon two (2) days written notice, have the right to conduct periodic program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of the Agreement. Such audits and inspections shall occur during normal business hours. The contractor shall receive a full copy of each report finding. The contractor agrees to cooperate fully with the Township in the monitoring of the Agreement.

8.0 METHOD OF AWARD

Any award of contract by the Township pursuant to this RFP will be made in accordance with the competitive contract process of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq and Administrative Regulations, N.J.A.C. 5:34-4.1 et seq. The successful contractor will be determined by the Township Committee utilizing price and the criteria outlined in this RFP.

9.0 QUALIFICATIONS OF THE BIDDER

The Township, by and through the use of specific committees, independent consultants and others as deemed necessary and appropriate, will review all proposals meeting the criteria of this RFP. All proposals will be evaluated and points awarded on a scale of 1 to 5 for each listed criteria. All evaluations of proposals will be based on objective data that is to be submitted by the bidder. Should the bidder fail to address any of the criteria listed below, no points will be awarded.

10.0 EVALUATION CRITERIA OF BIDDER PROPOSALS

The proposals will be reviewed for compliance with the terms and conditions of the RFP and a contract will be awarded in accordance with the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq and Administrative Regulations, N.J.A.C. 5:34-4.1 et seq. Proposal not responsive to the RFP will be rejected. The Township Committee will make the final decision to award the contract or reject all proposals if determined in the best interest of the Township. The evaluation criteria utilized in assessing the proposals received shall include, but not be limited to, the following:

- a. Acceptance of the terms and conditions of the RFP;
- b. Qualifications of the contractor measured by: (1) ability to satisfy all terms and conditions of the RFP; (2) experience; (3) references; (4) successful operations in other municipalities; (5)

service level; (6) response time; and (7) qualifications of personnel.

- c. The cost to the Township for the services to be provided, but the lowest cost proposal will not necessarily be awarded the contract.

11.0 TERM OF CONTRACT

The contract term shall be for two (2) years with three (3) one year renewal options to be exercised at the sole discretion of the Township. The Township will provide the contractor ninety (90) days notice in the event of nonrenewal.

12.0 DEFAULT AND TERMINATION

In the event the contractor fails to fulfill any of its obligations under the Agreement or the Township finds the contractor's performance under the Agreement unsatisfactory, the Township reserves the right to terminate the Agreement upon ninety (90) days written notice to contractor.

NOTICE TO POTENTIAL CONTRACTORS

Sealed proposals will be received by the Township of Hillsborough, in the County of Somerset, State of New Jersey, 379 South Branch Road, Hillsborough, NJ 08844, in the Municipal Building Finance Office, at 10:00 a.m. on January 25, 2017, prevailing time and place publicly opened and read for the following:

Emergency Medical Services

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

The Township of Hillsborough is requesting proposals from qualified service contractors in accordance with the specifications set forth by the Township. Specifications and other proposal information may be obtained from the Township by contacting the Township CFO/QPA, Nancy Costa, 379 South Branch Road, NJ 08844 (908) 369-4313 extension 7110 between the hours of 8:00 AM — 4:30 P.M. or by email ncosta@hillsborough-nj.org.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder endorsed with the words "Emergency Medical Services—Sealed Submission Enclosed" and sent or delivered to the Township Finance Office, 379 South Branch Road, NJ 08844 to the attention of Nancy Costa, CFO/QPA. Proposals must be delivered prior to the date and time of the proposal opening. All proposals must be delivered to the Township Finance Office during normal business hours, 8:00 AM — 4:30 P.M., Monday through Friday. The Township will not accept proposal packages on weekends or holidays when the Township Office's are closed. No other office is authorized to accept proposals. Proposals may be hand delivered. If using an outside delivery and/or messenger service (Federal Express or UPS), please note the following: The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office, as stated in Notice to Potential Contractors.

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

By Resolution of the Hillsborough Township Committee dated December 20, 2016.

Nancy Costa, Township of Hillsborough CFO/QPA

BIDDERS INFORMATION

1.0 SUBMISSIONS

1.1 Completion of Submissions

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections.

Each submission shall be contained in a sealed envelope addressed to: Nancy Costa, CFO/QPA, Township of Hillsborough, 379 South Branch Road, Hillsborough, NJ 08844 said envelope shall be clearly marked "Emergency Medical Services--Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

All proposals must be delivered to the Finance Office at the above address during normal business hours, 9:00 AM — 4:30 P.M., Monday through Friday. The Township will not accept proposal packages on weekends or holidays when the Township's Offices are closed. No other office is authorized to accept proposals. Proposals can be hand delivered. If using an outside delivery and/or messenger service please note the following: The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office.

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by all items listed on the Proposal Document Submission Checklist. All forms shall be completed in their entirety.

1.2 Time and Place of Submission Openings

Submissions shall be placed in a sealed envelope clearly marked "Emergency Medical Services--Sealed Submission Enclosed" and delivered to the Nancy Costa, CFO/QPA, Township of Hillsborough, 379 South Branch Road, Hillsborough, NJ 08844 no later than 10:00 a.m., January 25, 2017. Sealed submittals will be opened at the above address and time.

1.3 Submissions Not in Compliance

The Township may waive any informality or reject any and/or all submissions, in accordance with the Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.4 et seq.

1.4 Withdrawing Submissions

Submissions forwarded to the Township may be withdrawn within twenty-four (24) hours of the stipulated time for opening upon written application of the contractor who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time for opening of submissions.

1.5 Errors in Submissions

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.6 Modifications of Submissions

Any contractor may modify his/her submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Township, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Township will not know the final price(s) or term(s) until the sealed submission is opened.

1.7 Rejection of Submissions

Multiple Submissions Not Allowed

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

Unbalanced Submissions

Submissions, which are obviously unbalanced, may be rejected at the option of the Township.

Right to Reject Submissions

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1.8 Right to Waive Informalities

The Township expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Township's judgment serves its best interests.

2.0 Time for Award of Contract

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any contractor who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

Those who submit must maintain their proposed rates for any contract awarded, contracts will be awarded after a specific project proposal is provided and approved.

The award of the contract for this service will not be made unless the Township's Chief Financial Officer has certified the necessary funds in a lawful manner.

3.0 Reference to Laws

The attention of the contractor is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

4.0 Facsimile Documents Provided in a Submission

Under no circumstances, on submission documents requiring authorized signatures, will the Township accept documents provided through facsimile machines.

5.0 Contract Compliance and Equal Employment Opportunity in Public Contracts

Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

6.0 General Requirements/Information

The contractor shall guarantee any or all material and services supplied under these specifications. A breach shall include any violation of the provisions of this proposal including, but not limited to:

- Failure to meet response time requirements
- Failure to maintain a properly staffed and equipped ambulance within the municipality ready to respond to calls on a 24/7 basis
- Failure to satisfy standby emergency medical services requirements
- Failure to satisfy Township mutual aid requirements
- Mistreatment of any patient
- Improper resolution of patient complaints
- Failure to submit timely reports to the Township Administrator
- Failure to meet any of the requirements or specifications set forth in the RFP

It is understood by the Contractor that this submission is provided on the basis of standardized submission requirements prepared by the Township and the fact that any contractor is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

The Township of Hillsborough reserves the right to cancel any contract entered into upon ninety (90) days written notice.

PROPOSAL DOCUMENT SUBMISSION CHECKLIST

PROJECT TITLE: EMERGENCY MEDICAL SERVICES

Submissions must be received no later than 10:00 a.m. on January 25, 2017

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

Required with submission of proposal (Township’s checkmarks)		Initials
V	This Checklist	
✓	Non-Collusion Affidavit	
V	Disclosure of Ownership Form	
✓	Americans with Disabilities Statement	
✓	Copy of NJ Business Registration Certificate	
✓	Mandatory Equal Employment Opportunity Notice Acknowledgement	
✓	Professional Service Entity Information Form	
✓	Insurance Requirements Acknowledgement	
V	Indemnity and Hold Harmless Agreement	
✓	Receipt of Addenda Form	
✓	Cost Proposal for Emergency Medical Services	
V	Statement of Qualifications & Experience	

Reminder

_____ *All questions must be submitted in writing prior to January 18, 2017 and directed to:*

*Nancy Costa, CFO/QPA
Township of Hillsborough
379 South Branch Road, Hillsborough, NJ 08844
or via [email: ncosta@hillsborough-nj.org](mailto:ncosta@hillsborough-nj.org).*

Please submit one (1) original and six (6) copies of the sealed submission.

Each submission shall be contained in a sealed envelope addressed to: Nancy Costa, CFO/QPA, Township of Hillsborough, 379 South Branch Road, Hillsborough, NJ 08844 and said envelope shall specify "Emergency Medical Services — Sealed Submission Enclosed."

The submission must be delivered or mailed, at the place and time required, so as to be received prior to the opening time set in the advertisement.

Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

All proposals must be delivered to the Township Finance Office at the above address during normal business hours, 8:00 AM — 4:30 P.M., Monday through Friday. We will not accept proposal packages on weekends or holidays when the Township Offices are closed. NO other office is authorized to accept proposals. Proposals can be hand delivered. If using an outside delivery and/or messenger service, please note the following: The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office.

NON-COLLUSION

**AFFIDAVIT STATE OF NEW
JERSEY**

SS.:

COUNTY OF _____

I _____ of the firm of _____ located in the

County of _____, in the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established, commercial or selling agencies maintained by:

Name of Contractor

Signature

Subscribed and sworn to before me

SIGNATURE: _____ DATE: _____

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

SIGNATURE: _____ DATE: _____

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

SIGNATURE: _____ DATE: _____

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

_____ Limited Partnership _____ Limited Liability Corporation
 Limited Liability Partnership Subchapter S Corporation

SIGNATURE: _____ DATE: _____

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

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

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

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

Name:
Title:

NJ BUSINESS REGISTRATION

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

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

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

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

Goods & Services Contracts (including purchase orders):

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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, sex, 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 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from the time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decision 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose 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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR INFORMATION FORM

If the Contractor is an *INDIVIDUAL*, sign name and give the following information:

Name:

Address:

Telephone #

_____ Fax # : _____

E-Mail:

Social Security # _____

If individual has a TRADE NAME, give such trade name:

Trading As:

Telephone # _____

If the Contractor is a *PARTNERSHIP*, give the following information:

Name of Partners:

Firm Name:

Address:

Telephone* _____

Fax # :

Email _____

Federal ID #

Social Security # : _____

Signature of authorized agent: _____

If the Contractor is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone # _____ Fax # : _____

Email _____ Federal ID # : _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone # _____

Name of Corporation: _____

Signature: _____

By: _____

Title: _____

Address: _____

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Evidence of adequate general liability, medical malpractice and workers' compensation insurance will be required upon award of contract. Insurance requirements are as follows:

- a. Comprehensive General Liability in the amount of \$5,000,000;
- b. Medical Malpractice-Professional Liability in the amount of \$5,000,000;
- c. Workers Compensation as required by statute to cover employees engaged in work under this contract;
- d. Motor Vehicle Insurance in the amount of \$5,000,000.

The Township will be named as an additional insured with reference to the insurance and the Contractor agrees to execute an indemnification and hold harmless provision in the agreement.

Acknowledgement of Insurance Requirement:

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

Contractor agrees to indemnify and hold harmless the Township of Hillsborough and their representatives, agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of emergency medical services or Contractor's Agreement to provide emergency medical services or standby emergency medical services within the Township that are caused in whole or in part by Contractor or Contractor's representatives, agents or employees. This indemnification and hold harmless agreement shall apply in all instances whether the Township of Hillsborough is made a direct party to the initial action or claim or is subsequently made a party to the action by third-party pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Name:
Title:

Subscribe and sworn to before me this
___ day of _____, 2016.

Notary Public, State of New Jersey

RECEIPT OF ADDENDA FORM

The contractor hereby acknowledges the receipt of the following Addenda, if any, distributed by the Township of Hillsborough:

NO ADDENDA WAS RECEIVED FOR THIS BID

OR

ACKNOWLEDGEMENT OF ADDENDA BELOW

Addendum #	Dated	Addendum #	Dated
Addendum #	Dated	Addendum #	dated
Addendum #	Dated	Addendum #	dated
Addendum #	Dated	Addendum #	dated
Addendum #	Dated	Addendum #	dated

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

Subscribe and sworn to before me this
____ day of _____, 2016.

Notary Public, State of New Jersey

COST PROPOSAL FOR EMERGENCY MEDICAL SERVICES

The Township anticipates the contractor will derive its reimbursement for emergency medical services and standby emergency medical services from patients for whom services are provided, including, but not limited to, insurance, Medicare and Medicaid coverage. The contractor shall be responsible for billing patients, insurance, Medicare and Medicaid directly for services provided. The Township shall not be responsible for uncollected amounts. The contract period will be for two (2) years with three (3) one year renewal options to be exercised at the sole discretion of the Township.

Year 1-5

Annual fee to the Township of Hillsborough for the provision of Emergency Medical Services within the Township seven (7) days a week, twenty four (24) hours a day, as set forth in the Request for Proposals for years 1-5.

Annual Numerical Amount \$ _____

Annual Amount Written Out

Year 1-5

Hourly fee for the provision of Standby Emergency Medical Services within the Township of Hillsborough as set forth in the Request for Proposals for years 1-5.

Hourly Numerical Amount \$ _____

Hourly Amount Written Out

I have read this Request for Proposals in its entirety and hereby affirm that the contractor agrees to provide the requested services and meet all criteria as outlined in the Request for Proposals for the bid price submitted.

Signature:

Print Name:

Title:

Date:

Contractor Name:

Contractor Address:

Telephone #:

Fax #:

Email Address:

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Format shall include the following:

General Information

- 1) Name and telephone number of person to be contacted for further information.
- 2) Description of your experience as the provider of BLS (and/or ALS) emergency medical services for a population over 25,000 persons or equivalent experience in a contiguous service area.
- 3) Describe your licensure /certification requirements under applicable laws and regulations and how you satisfy those requirements.
- 4) Identify any and all public sector clients for whom you have provided emergency medical services over the past five (5) years under a contract for services similar to that

which is proposed in this 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.

- 5) Evidence of fiscal strength to implement and maintain the services outlined in this RFP for the term of the contract.
- 6) Provide a description of your quality assurance program.
- 7) Describe your quality improvement program and any performance measure program.
- 8) Provide a description of your patient care records storage system.
- 9) Describe how the existing dispatch and communication system will be integrated into the Contractor's provision of emergency medical dispatch services. The system should account for failsafe mechanisms in the case of primary communication failures.

Staffing

1) Ambulance Workforce:

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

2) 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 Township of Hillsborough.
- c. Describe the qualifications and provide job descriptions for all management and supervisory personnel for emergency medical services.

3) Training:

- a. Describe your training/education program for ambulance personnel.
- b. Describe your orientation program for newly hired EMTs.
- c. Describe your procedures and controls for ensuring that EMTs 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.
- e. Describe your employee safety program.

Vehicles and Equipment

- 1) Provide a description of your vehicle and equipment maintenance program.
- 2) Describe your vehicle safety program, including driver training program.
- 3) Provide a description of the ambulances owned or leased by you including type, standard equipment, average age of ambulances in fleet, and configuration.

Billing

- 1) Provide a description of your patient billing and collection procedures and policies.
- 2) Provide a proposed patient fee/rate schedule for services provided, the amount of time the contractor is willing to keep the fee/rate schedule and circumstances that would lead to changes in the fee/rate schedule.
- 3) Describe your method and turnaround time to process refunds to individuals and insurance providers.
- 4) Describe your telephone and communication capabilities to handle invoice/claims questions for both patients and insurance carriers.
- 5) Describe how billing will be handled when an ALS unit is required.

Compliance

- 1) Provide a brief statement certifying that in the past ten (10) years, the organization has not had to take action against any employee, a managing director, officer or executive of the organization for reason regarding a ban, suspension or temporarily excluded from participating in the Medicare/Medicaid Program.
- 2) Provide a statement certifying that the organization as a whole has not been banned from the Medicare/Medicaid program in the past 10 years and/or is not under any current audit or investigation from Medicare, The United States Office of Inspector General, The NJ Office of Inspector General or any other law enforcing body.
- 3) Describe your run report quality assurance measures and how you have met documentation guidelines with the implementation of ICD 10 that is effective on October 1, 2015.
- 4) Identify your compliance officer. Please note that the compliance officer should be involved in compliance with all aspect of providing EMS service including but not limited to compliance awareness under state EMS licensing regulations, personnel compliance, billing compliance documentation compliance.
- 5) Provide a description of your Communicable Disease Policy that complies with OSHA requirements and other regulations.