

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Southampton Township Clerk's Office, 5 Retreat Road, Southampton, NJ 08088, on Thursday ***June 11, 2020*** at ***10:00 a.m.*** prevailing time at which time and place proposals will be opened and read in public for:

Emergency Medical Services for Southampton Township

Proposal Requirements and other information may be obtained at the Southampton Township Clerk's Office, 5 Retreat Road, Southampton, NJ 08088, during regular business hours, Monday thru Friday, 9 am to 3:30 pm or via email by submitting Business name, Contact Name, Contact Phone, Fax, Mailing Address and Email Address to khoffman@southamptonnj.org.

Submissions are required to comply with the requirements of N.J.S.A. 40A:11-4.1 through 4.5, N.J.S.A. § 10:5-31 and N.J.A.C. § 17:27 et seq. and all rules and regulations promulgated thereto.

Kathy Hoffman,
Township Administrator/Clerk

Publication date: 5/19/2020

PROPOSAL REQUIREMENTS

INTENT OF THE SPECIFICATIONS

Southampton Township is seeking proposals from qualified bidders for Emergency Medical Services. To obtain the most acceptable EMS provider, these specifications cover the minimum requirements as to the qualifications, background and the minimum level of acceptable experience anticipated from a vendor.

Qualified bidders should review the following specifications carefully and submit proposals by June 11, 2020 at 10:00 a.m. at the following location:

**KATHLEEN HOFFMAN
TOWNSHIP ADMINISTRATOR/CLERK
5 RETREAT ROAD
SOUTHAMPTON, NEW JERSEY 08088**

Assuming the State is not FULLY open from the COVID-19 Restrictions, the Township will accept submissions via electronic submission in pdf format to:

khoffman@southamptonnj.org.

All Bidders shall conform to the most current standards and requirements set forth by the Centers for Medicare and Medicaid Services (CMS) and the Health Information and Portability and accountability Act (HIPAA) where applicable.

Bidders shall point out any discrepancies in the document that depart from Federal or State government requirements or discrepancies that they feel will be detrimental to Southampton Township.

General Conditions:

1. Southampton Township reserves the right to accept or reject any, and/or all proposals, wholly or in part, and/or to waive formalities if it is considered in the best interest of Southampton Township to do so.
2. As used in this bid specification, the terms “contractor,” “bidder,” and “vendor” shall be synonymous.
3. The term of this contract is for five (5) years commencing on July 1, 2020 and terminating on June 30, 2025.
4. Each bidder is required to provide a complete and accurate description of its own services. Each respondent shall provide a detailed description of the services provided and which they propose to use/furnish to meet the Township’s needs.
5. Vendor Liabilities: The bidder receiving the award, shall defend any and all suits and assume all liability for any and all claims made against Southampton Township or any of its officials for the use of any patented processes, devices, or articles utilized in fulfilling the proposal requirements.
6. All material used shall be of the best quality of their respective kinds. All work performed shall be in the most skillful manner. Materials used and work performed shall, in every respect, meet the complete satisfaction of Southampton Township. Southampton Township will be solely responsible for determining the “Quality of Service” provided or remedy for deficient work.
7. Each bidder shall submit a subcontractor certification and copies of all backup policies, relationships, and subcontractor agreements for equipment, materials, software and hardware utilized in fulfilling this contract.
8. It shall be noted that Southampton Township is seeking a service that closely matches the attached specifications. Extensive time has been put into preparing the attached specifications as they relate to the needs of Southampton Township.
9. Specifications contained herein are considered minimum.
10. Any exceptions, variations, deviation and clarifications to these specifications must be set forth on an attached sheet entitled “ **EXCEPTIONS TO THE SPECIFICATIONS**” and made part of the proposal. They should include the page number and description as they are referred to in the proposal specifications. Southampton Township reserves the right to accept or reject each exception taken as it applies to specified item(s).
11. Representatives of Southampton Township may elect to travel to the selected bidders office to verify the information set forth in any bidders response to the bid submission.

12. The bidder shall carry liability insurance naming the Township as an additional insured, in an amount not less than Three Million Dollars (\$3,000,000.00) per individual and Five Million Dollars (\$5,000,000.00) in the aggregate for any claim or claims arising out of the vendor's performance or non-performance of its duties and obligations under the contract. The vendor shall provide the Township with a Certificate of Insurance evidencing such coverage during each year of the contract. Such insurance policies shall require thirty (30) day prior written notice of any cancellation or change which would affect the coverage required herein. The Township shall maintain general comprehensive liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate for any claim or claims arising out of the Township's performance or non-performance of its duties and obligations under this Agreement. The Township shall provide the successful bidder with a Certificate of Insurance upon request. Any changes or cancellation in coverage shall be noticed to the vendor with prior written notification of thirty (30) days. The vendor agrees to indemnify and hold harmless Southampton Township from any claims arising from the actions and/or negligence of the vendor or its employees, agents or servants in connection with the performance of the vendor's duties under this contract.

13. Certificate of Non-Collusion: Each proposal shall include a Certificate of Non-Collusion, signed by the same officer of the respondent who will sign the Contract if awarded.

14. In conformance with the provision of N.J.S.A. § 40A:11-4.5(d):

A. If the Bidder is a CORPORATION:

1. Enclose with you bid the names and addresses of all your stockholders, of any class, who own 10% of more of your stock.
2. If one or more of such stockholders is itself a corporation, also enclose a list of the names and addresses of the owners of 10% or more of the stock of that corporation, continuing the disclosure until the names and addresses of every non-corporate stockholder exceeding the 10% criteria has been listed.

B. If the BIDDER is a PARTNERSHIP:

1. Enclose with your bid the names and addresses of every partner owning a 10% or greater interest in it.
2. If any such partner is a corporation, submit the names and addresses of all persons owning 10% or more of the stock of that corporation, continuing the disclosure until the names and addresses of every non-corporate stockholder or individual partner exceeding the 10% has been established.

15. References: Proposals will only be accepted from vendors located in the continental United States who have an established reputation of permanency and reliability in the field of healthcare/emergency medical services accounts receivable management services. Each respondent shall furnish satisfactory evidence of their ability to provide the services as specified.
16. By submitting the proposal, the Respondent certifies that they fully understand all the requirements included in the proposal terms and specifications, and are fully informed as to the nature, scope, and time frame of the type of service to be provided.
17. AWARD CRITERIA. Southampton Township offers this contract pursuant to competitive contracting as permitted by N.J.S.A. § 40A:11-4.1 et seq. Through this process, the Township will have the ability to gauge and rank the totality of the submission rather than relying on exclusivity of price. Therefore, while price continues to be an important factor, the Township shall also consider the following:

General Criteria:

- a.) Required document review establishing credible evidence of compliance with State and Federal Regulations.
- b.) Medicare billing license
- c.) Department of Health Approvals
- d.) NJ Business Registration Certificate
- e.) Certificate of Non-Collusion
- f.) Certificate of Insurance
- g.) Subcontractor certification
- h.) Cost

Technical Criteria:

- a.) Meets all specified requirements
 - b.) Meets all desirable capabilities
 - c.) Meets all performance criteria
 - d.) Meets all required standards
18. Implementation: All vendors shall be able to assume responsibility for Southampton's program on June 1, 2020 and continue to provide services until June 30, 2025.
 19. Vendor shall perform its services in accordance with the Program Summary incorporated herein.
 20. Hours of Service. The vendor agrees to provide trained and qualified medical staffing for at least one (1) vehicle provided by the Township, either directly or through a cooperative agreement with other parties, twenty-four hours per day, three hundred sixty-five days a year.

21. Coverage. The vendor agrees to have available during the times agreed upon, a properly-trained crew to operate the ambulance provided by the Township to respond to the Township's emergency medical service calls.
22. Employee Licensure and Certification. The vendor will be responsible to ensure its employees maintain appropriate licenses and certifications and meet the requirements of all applicable Federal, State and local laws, regulations, licensure and certification standards for the operation of ambulances and emergency medical services.
23. Vehicle Operators: All ambulance operators will possess a valid driver's license and will satisfy all other reasonable conditions mutually acceptable to the vendor and the Township.
24. Staff and Personnel. All ambulances will be staffed with personnel who will, at the least, be certified to the level of EMT and will be familiar with the geography and route of the region.
25. Appearance. All personnel shall be groomed and neatly dressed in an agreed upon, recognizable uniform, supplied by the vendor, with an ID badge visible, and will perform their duties in a professional, courteous and caring manner.
26. Infectious Control Management. The vendor shall be responsible to comply with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.
27. Non-Discrimination. The vendor agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or disability; and agrees to render treatment and care to all persons in the same manner.
28. Quality Assurance. The vendor agrees to conduct, in cooperation with the Township, periodic audits of the service rendered to residents of the municipality.
29. Complaints. The vendor will respond to any complaints made against it within a time frame acceptable to both parties. The vendor will respond to the Township in a prompt manner and will list the nature of the complaint and its investigative findings.
30. Payment. The vendor will propose payment terms and conditions. It is expected that the vendor will obtain funds sufficient to perform operations through individual billing for services.

INQUIRIES

Any inquiries regarding this proposal may be made to:

**Name of Purchaser: Southampton Township
5 Retreat Road
Southampton, New Jersey 08088**

Contact Person: Kathleen Hoffman, Township Administrator/Clerk

Phone Number: 609-859-2511

Fax Number: 609-859-1465

E-Mail: khoffman@southamptonnj.org

Southampton Township
Emergency Medical Services

Primary Office Location

Corporate Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Primary Contact: _____

E-mail address: _____

Federal I.D. # or Social Security #

Signature of Authorized Agent

Type or Print Name

Title: _____

Date

**TOWNSHIP OF SOUTHAMPTON
EMERGENCY MEDICAL SERVICES**

BID DOCUMENT CHECKLIST

Submission Requirement	Initial each required entry upon submission
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Proposal Form (signed)	
Ownership Disclosure Certification (page 4, paragraph 14) (form attached)	
Subcontractor certification (page 3, paragraph 7)(form attached)	
Non-Collusion Affidavit (page 4, paragraph 12) (form attached)	
Demonstration of qualifications (page 3, paragraph 3)	
References (page 5, paragraph 15)	
State of NJ Business Registration Certificate (page 5, paragraph 17(b))	
Mandatory Affirmative Action Language (attached)	
Americans with Disabilities Act of 1990 Language (attached)	
Explanation of Exceptions (if “no exceptions” indicated in check-off on page 8, then explanation need not be submitted.)	

**TOWNSHIP OF SOUTHAMPTON
EMERGENCY MEDICAL SERVICES
PROGRAM SUMMARY**

1. Introduction and Background

- A. Emergency medical services for Southampton Township are presently provided by volunteers and per diem employees of the Hampton Lakes Emergency Squad, Station 178.
- B. The squad covers approximately 1,200 to 1,500 calls per year.
- C. EMTs will provide service to the Township 24 hours a day, 365 days a year.
- D. It is assumed the EMTs will be assigned to and work out of Station 178 or their present station. It is the intention of the Township to consider bids submitted where the bidder uses the Squad's emergency medical vehicles and equipment.

2. Program Requirements

- A. The Township shall require the following:
 - 1. Two EMTs per shift.
 - a. The EMTs will utilize the building, facilities, supplies and equipment of Station 178 or their own station.
 - b. The company contracted to provide the EMTs will be responsible for administering all aspects of payroll and benefits and related administrative functions for their employees.
 - c. All EMTs provided by the company must be fully familiar with the streets and roads of Southampton Township to facilitate response to emergency calls.
 - 2. Each Squad will supply the EMTs an up-to-date, written copy of the Squad protocols. These protocols will address, as a minimum, the following:
 - a. EMT protocols that may be different than the state and/or county protocols.
 - b. Dispatch protocols – response to calls outside of the “service area.”
 - c. Administrative protocols.

- d. Duties to be performed when not on a call. Examples: rig maintenance, record keeping, identifying stock requirements, building maintenance.
- e. Rules and regulations regarding the use of the Squad buildings, equipment, supplies and services.
- f. Any other special work assignments or regulations/rules.

3. Detailed Requirements

A. Contracting Company

1. Eligibility Requirements: to be eligible for submitting a bid, the contracting company must meet the following requirements:

- a. Must be an established business or not-for-profit entity and not formed for the purposes of this contract.
- b. Must demonstrate the existing capability of providing the required benefits to the Paid EMTs.
- c. Must demonstrate the existing capabilities and infrastructure necessary to provide the required payroll services.
- d. Must demonstrate the capability and infrastructure necessary to ensure that the Paid EMTs meet the minimum requirements of the State of New Jersey and the requirements of the Squads.

2. Specific requirements.

- a. Benefits for paid full-time and part-time EMTs to be provided by contracting company must be in accordance with the pay structure and benefit plan to all EMT employees of bidder.
- b. Payroll Administration: All aspects of the payroll administration will be the obligation of the contracting company, and shall include compliance with all requirements of Federal and State law.

3. EMTs Work Schedule.

- a. 24 hours per day, 365 days per year.

- b. In the event of sickness, or vacation, other employees or volunteers must be available to provide coverage so that no shift is unmanned.

4. Period of Performance

- a. The contract between the Township and the contracting company is valid for a period of five (5) years commencing July 1, 2020 and concluding June 30, 2025. If, in the complete discretion of the Township it is determined that the performance of the company is not satisfactory the Township may terminate this Agreement upon 30 days notice to the company. If the reason for termination is subpar medical service or failure to fulfill labor force, the contract may be terminated immediately.

OWNERSHIP DISCLOSURE CERTIFICATE

The undersigned hereby certified that

_____ (BIDDER)
_____ (ADDRESS)

is a partnership/corporation (*cross out one*) under the laws of the State of _____ and that the following person(s) own 10% or more of such partnership/corporation (*cross out one*).

NAME	ADDRESS
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____
9.	_____
10.	_____

Signed, sealed and dated this _____ day of _____,

(TITLE)

NON-COLLUSION AFFIDAVIT

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

I am _____ of the firm of _____
(NAME)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____ (Name of Contractor) (N.J.S.A. § 52:34-15).

Print name of affiant under signature

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

Notary Public of

My commission expires _____

SUBCONTRACTOR CERTIFICATION FORM

If awarded the Contract, the undersigned bidder will enter into subcontracts with the following Subcontractors. For each subcontractor list, a valid Business Registration Certificate must also be submitted.

Contractor	Address	Purpose for Relationship

Signed, sealed and dated this _____ day of _____,

(TITLE)

**AFFIRMATIVE ACTION QUESTIONNAIRE
ON PROCUREMENT AND SERVICE CONTRACTS**

Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, **MUST** be submitted with the Bid Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Southampton.
 - (A) An existing federally approved or sanctioned affirmative action program.
 - (B) A Certificate of Employee Information Report Approval.
 - (C) If the Contractor cannot present "A" or "B", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the successful bidder by the Township of Southampton.
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The following questions must be answered by all Contractors.

- 1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
 - (A) If yes, please submit a photocopy of such certificate.
- 2. Do you have a State Certificate of Employee Information Report approval?
YES _____ NO _____
 - (A) If yes, please submit a photocopy of such certificate.
- 3. Have you completed Employees Information Report (Form AA302)?
YES _____ NO _____
 - (A) If yes, please submit appropriate copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A Contractor's contract must be rejected as nonresponsive if a contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, c. 127 (N.J.A.C. 17:27)
EXHIBIT A**

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 a 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 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U. S. C. S 12 101 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 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 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 proceedings 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.