

City of Somers Point
Request for Proposals
For
Emergency Medical Services

Proposal Due Date/Time: **November 30, 2016**
3:00PM, Prevailing Time

LATE PROPOSALS WILL NOT BE ACCEPTED

It is the purpose of this Request for Proposal to solicit proposals for emergency medical services within the City of Somers Point. In doing so, the City is utilizing competitive contracting, as delineated in the N.J.S.A. 40A:11-4.1 et seq. and the corresponding rules promulgated in N.J.A.C. 5:34-4.1 et seq.

In order to be considered, the proposal shall be delivered to the City Administrator at the following address:

City Administrator's Office
Somers Point City Hall
1 W. New Jersey Avenue
Somers Point, NJ 08244

On or before:

November 30, 2016
3:00 PM, prevailing time

Proposals shall be delivered in paper format, on the vendor's own stationery, in a sealed envelope, with the front of the envelope plainly labeled:

Sealed Proposal for Emergency Medical Services

Proposals shall be opened in random order, until all proposals have been opened, beginning:

Time: 3:00 PM
November 30, 2016
Place: City Administrator's Office
Somers Point City Hall
1 W. New Jersey Avenue
Somers Point, NJ 08244

In addition to any other information requested, all proposals shall include the following documents:

- 1.) Stockholder Disclosure Certification (document included herewith)
- 2.) Non-collusion affidavit (document included herewith)
- 3.) Equal opportunity and affirmative action statements (documents included herewith)
- 4.) Americans With Disabilities Act of 1990 Language (documents included herewith)
- 5.) Business Registration Certificate (instructions included herewith)
- 6.) New Jersey Department of Health EMS Provider License

The vendor's proposal shall demonstrate a clear understanding of the scope of work and related objectives. Also, the vendor's proposal shall be complete and responsive to the RFP requirements.

After proposals are received, but prior to completion of the evaluation of the proposals, the City may, at its sole option, provide the opportunity for a vendor or vendors to provide clarification regarding their submission. Any such presentation shall address only those matters specified by the City.

This RFP is meant to be complete and informative. If a vendor has questions about this RFP, the questions should be addressed, in writing, to the City Administrator, at least 72 hours prior to the opening of proposals at the below address. Responses, in writing, or by telefax, will be made available to all vendors receiving this RFP documentation. Any questions received after 72 hours prior to the opening of proposals will not be opened.

W. E. Swain, City Administrator
1 W. New Jersey Avenue
Somers Point, NJ 08244

Fax (609) 927-4014

The City expressly reserves the right to waive any informality, irregularity, or minor defect in the proposals received which is not mandatory under the Local Public Contracts Law.

The City Council of the City of Somers Point reserves the right to reject any and all proposals, and/or to make the award in the best interest of the City of Somers Point.

Scope of Work

The intention of this Request for Proposal is for the successful vendor to enter into an agreement with the City of Somers Point to provide Basic Life Support Emergency Medical Services within the City of Somers Point. The term of the contract shall be five (5) years, and the vendor shall consider this term, where appropriate, in answering this request for proposal. Attached hereto as Appendix A is the form of contract proposed by the City of Somers Point. The City of Somers Point expects any contract entered into as a result of this proposal to be substantially similar to Appendix A.

VENDOR MUST REVIEW THE TERMS AND CONDITIONS CONTAINED WITHIN APPENDIX A WHICH IS A MATERIAL PART OF THIS RFP. VENDOR SHOULD NOTE ANY EXCEPTIONS TO APPENDIX A IN ITS RFP RESPONSE.

The successful vendor shall provide the necessary staffing and equipment to respond to emergency medical requests for service. By submitting its proposal the vendor agrees that it will provide staffing and equipment to fully provide emergency medical care. Staffing and equipment shall be placed on a twenty-four hour per day, seven-day per week basis throughout the term of the agreement.

The vendor shall have a valid license as required by the New Jersey Department of Health and Senior Services, and shall provide a copy of its license along with its proposal. All license

documentation shall be carried in the ambulance(s), as required. Copies of documentation shall be furnished to the City of Somers Point prior to the execution of a written agreement.

At a minimum, each ambulance shall be equipped in accordance with the requirements of the New Jersey Department of Health and Senior Services, N.J.A.C.8: 40 et seq.; as outlined in the Manual of Standards for Licensure of Mobility Assistance and Ambulance Services.

The proposal will be evaluated in conformance with the following criteria:

Criteria

The vendor shall respond to each of these criteria individually, with reference to the specific criteria being addressed. Should the vendor find it necessary or desirable to duplicate information in order to fully address each of the criteria, the vendor should do so.

C1: Organization Background and Experience

The vendor shall please provide information about its background and experience which shall address:

1. The amount of time that the vendor has been in the business of providing emergency medical service under its present trade name and in its present business structure.
2. Existing contracts, at least to the level of description which will allow evaluation of the quantity and quality of the contracts for which the vendor provides emergency medical services.
3. A description of the relevant experience of the vendor in providing emergency medical services.

C2: Key Personnel/Supervisors

The vendor shall please identify its key personnel and their individual levels of training, as well as the general job duties of its supervisory staff, and the method by which they will be deployed in connection with providing the emergency medical services contemplated in this proposal. The vendor shall further indicate whether a designated supervisor shall be located within ten miles of Somers Point and be available at all times to respond to the City.

C 3: Resources

The vendor shall please detail its basic and specialized equipment, which will be available for use in Somers Point, at least to this level:

1. Total number of ambulances owned or leased.

2. The number of ambulances that will be made available for use in the City of Somers Point, and how they will be deployed.
3. Whether at least one ambulance shall be located in and dedicated at all times to service in Somers Point, and whether at least three other ambulances under the control of the vendor will be located within ten miles of Somers Point for back-up use.

Further, the vendor shall please describe any other specialized resources, which will be available for use in the City of Somers Point.

C4: Service Area

It should be understood by the vendor that the primary services area in connection with this proposal shall be the incorporated boundaries of the City of Somers Point. The primary service area shall be maintained in cooperation with ambulance squads servicing nearby locations. The vendor shall please describe how existing mutual aid agreements shall be handled.

C5: Personnel

At its sole discretion, the City of Somers Point shall retain the right at any time to prohibit any employee of the vendor from acting as staff in connection with the services requested in this proposal. When requested, the vendor shall provide the City with a roster of personnel deemed available for staffing in connection with these services.

In connection with the services requested in this proposal for the City of Somers Point, the vendor shall please provide details concerning the following:

1. Recruitment and hiring procedures.
2. Deployment of personnel.
3. Regular training.
4. Specialized training
5. Uniforms.

Further, the vendor shall answer whether it intends to subcontract any or all of the services requested in this proposal. If so, the vendor shall include a copy of the subcontract with its proposal. Any subcontractor shall be subject to review and approval by City. If any subcontractor is proposed, each subcontractor shall be subject to the same insurance and indemnity requirements as the Vendor.

C6: Reports and Records

The vendor shall please describe what reports and records it will provide to the City, and at what intervals.

C7: Insurance

The successful vendor shall be required to maintain the following minimum insurance coverage:

Commercial General Liability	\$1,000,000	\$2,000,000	Aggregate
Automobile Liability	\$1,000,000	\$2,000,000	Aggregate
Worker’s Compensation	statutory		
Professional Liability.....	\$1,000,000 / \$3,000,000 Aggregate		
Excess / Catastrophic Liability.....	\$3,000,000		

Upon Execution of an Agreement the successful vendor shall provide to the City a Certificate of Insurance and Endorsements to the vendor’s GCL, Automobile and Excess Liability Policies which shall: i) Name the City, its officers, elected officials, employees and volunteers as additional insureds, ii) a waiver of subrogation against the City, and iii) the GCL and Excess policies of insurance shall be primary to the City’s General Liability policy of insurance and shall be provided on a non- contributory basis.

Please describe the type(s) and limit(s) of insurance which the vendor shall maintain.

The successful vendor shall indemnify and hold the City harmless for its activity arising from this proposal in language that is acceptable to the City and to the City’s Joint Insurance Fund.

C8: Operational Base

The vendor shall please describe what location it will utilize as the base of operation for providing emergency medical services as outlined in this request for proposal. The vendor shall also describe whether the location is owned or leased by the vendor. If leased, the agreement should be in place prior to submitting a response to this RFP, and the vendor shall identify the start date and expiration date of the lease. Such lease shall be coterminous with the term of the agreement.

C9: Communications

The vendor shall respond to all requests for assistance as received through the City of Somers Point Communications or its designee. The vendor shall be able to receive and transmit on the Atlantic County Emergency Medical Services channels. The Vendor will please describe its communications capabilities.

C10: Protocols for Basic Life Support and Other Services

The vendor shall please describe its protocols for Basic Life Support Services, non-emergency transportation and Advanced Life Support Services. The vendor shall also identify its Medical Director and its Field Supervisor.

The City proposes a response time of less than five (5) minutes on no less than 90% of the occasions in ANY given 168 hour period and may never exceed Six (6) minutes and fifty nine (59) seconds. The vendor shall describe its proposed response time.

C11: References

The vendor shall please provide at least three appropriate references, including contact names and telephone numbers.

C12: Implementation Period / Contract Period

Any contract forthcoming in regard to this request for proposal will be awarded by a resolution of City Council.

The vendor shall please indicate how soon it will be able to begin service, after contract award. This shall be no later than January 1, 2017.

Nonetheless, it is understood that the actual start date may be extended up to ninety days past the January 1, 2017 date, at the sole discretion of the City.

The contract shall be for five (5) years.

C13: Prior Negative Experience

The vendor shall please list and explain any prior negative experience with public contracts, or any contracts for the provision of EMS services that have been terminated prior to the original contract termination date that have occurred during the previous ten years.

C14: Fees, Rates and Billing

The vendor shall be responsible for all of its necessary operating expenses, with no limitations, necessary to provide the emergency medical services herein described.

It is understood that the vendor may directly invoice patients or other entities requesting service provisions or enter into any other service arrangements that are fair and equitable. It is also understood that the vendor shall have the right to execute third party billing to Medicare, Medicaid or any and all other insurance companies that may provide coverage.

For the purpose of analyzing this alternative, the vendor may wish to consider this approximate information:

<u>Period</u>	<u>Number of EMS Service Runs*</u>
2013	1,815
2014	1,741
2015	1,802

*(This number includes Fire call assistance, but it does not include Police call assistance to calls such as automobile accidents)

By submitting its proposal the vendor agrees that it shall provide standby and rehabilitation services for emergency responders at Fire scenes, for no charge of any kind.

By submitting its proposal the vendor agrees that it shall accept, as a maximum, the City's workers compensation insurance payment as payment in full for emergency medical services provided to employees and appropriate volunteers of the City, while on duty. The vendor will please describe any alternate minimum payment it will accept.

By submitting its proposal the vendor agrees that it shall provide an ambulance and staff at certain community events and sporting events, as requested, for ready response. The events referred to include Bayfest, The Good Old Days Picnic, Atlantic County Junior Football League home games, The Summer Beach Concert Series, and one or two Mainland Regional High School home football games (unless BLS services for Mainland Regional games are being provided through another municipality). The vendor will not be required to have additional vehicles, equipment or staffing for these events, but only to station its response effort from these event locations.

By submitting its proposal the vendor agrees that it will prepare a disaster response plan which shall be submitted not later than 6 months following the commencement date of the Agreement. If vendor has a disaster plan in place, please provide a copy with the response to this RFP.

As part of C14, the vendor shall please provide the following:

- 1.) The vendor's fee schedule, including the amount that the vendor currently charges patients who do not have any form of insurance that covers these services, and how that guides patient billing practices.
- 2.) How long the vendor will be willing keep the fees unchanged, and/or how long the vendor be willing keep the fees unchanged for patients who do not have any form of insurance that covers these services, and/or whether the vendor will cap the fees for patients who do not have any form of insurance that covers these services and for how long.
- 3.) The method by which the vendor will notify the City of any change in its fees, and how far in advance of the change.
- 4.) The insurance companies with which the vendor has agreements.
- 5.) The method non-charity self pay billing is handled.
- 6.) The method by which balance billing and collections are handled.
- 7.) The method by which charity cases are handled.
- 8.) The method by which patient billing is handled when other emergency medical response entities, such as MEDIC, is involved in the response.

- 9.) The cost to the City for providing the services enumerated in this proposal.

C15: Shared Services

The City of Somers Point is always interested in exploring opportunities for shared services in order to reduce the costs of providing services.

If there is a cost to the City associated with the vendor's proposal, the vendor shall indicate if it is willing to work with the City to initiate shared services if services can be maintained or improved while reducing any cost to the City.

***** End of Request For Proposals *****

APPENDIX A
AGREEMENT FOR BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES

This Agreement (this "Agreement") is made and entered into this ___ day of _____, 2016 by and between _____, a New Jersey corporation, having a principal address at _____, _____, N.J. _____ ("_____" or "Contractor"), on the one hand, and the City of Somers Point, a municipal corporation of the State of New Jersey having a principal address at 1 West New Jersey Avenue, Somers Point, NJ 08244 ("Somers Point" or "City"). Contractor and Somers Point may hereafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the City issued a Request for Proposal (the "RFP") to solicit proposals from potential providers for a Agreement to provide Basic Life Support Emergency Medical Services to residents and visitors of the City ("BLS Services"); and

WHEREAS, Contractor submitted a response to the RFP on November 22, 2016 (the "Proposal"); and

WHEREAS, that Proposal is attached hereto and incorporated herein; and

WHEREAS, the City has relied upon the representations contained in the Proposal, which representations were material for purposes of the City's evaluation of the competitive proposal by Contractor; and

WHEREAS, Contractor is licensed by the State of New Jersey to provide BLS Services;

WHEREAS, the City Council by Resolution No. _____ of 2016 accepted the Proposals for BLS Services in accordance with the RFP; and

WHEREAS, the City is utilizing competitive contracting, as delineated in N.J.S.A. 40A:11-4.1 et seq. and the corresponding rules promulgated in N.J.A.C. 5:34-4.1 et seq.

NOW, THEREFORE, in consideration of the premises and mutual promises made herein and the mutual benefits to be derived herefrom, the Parties, intending to be legally bound hereby, agree as follows:

I. DEFINITIONS

AMBULANCE: A licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJAC 8:40-1.1, *et. Seq.*, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.

BASIC LIFE SUPPORT ("BLS"): The standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, including intubation, use of an automatic external defibrillator, and all other aspects of care as provided for

by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.

MCI (MASS CASUALTY INCIDENT) RESPONSE VEHICLE: A vehicle equipped with supplies to provide on-site care to multiple patients that are ill or injured at one time and which can be dispatched to the scene of a mass casualty incident or to provide stand-by coverage at large scale events.

PATIENT: Any resident or visitor who, based on information received through the dispatch center, is perceived to be in need of medical care.

PROVIDER: A State of New Jersey certified emergency health services provider who is authorized by the City to provide emergency health services within the City.

RESPONSE: The act of physically proceeding to the location where a patient is at, as defined by the information received through the dispatch process.

RESPONSE TIME: The period, measured in seconds, from the Contractor's receipt of a call for emergency health services until the patient is reached.

RESIDENT: A person who, at the time of response, treatment or transport by the Contractor, occupied any type of dwelling including, but not limited to a home, rental unit, motel, hotel, residential living facility, boarding house, medical treatment facility, nursing home, group home, or extended care facility within the geographic boundaries of the City.

TRANSPORT: The act of physically moving a patient from one location to another in a professional manner for the purposes of seeking a higher level of emergency care, in adherence with all professional guidelines and standards which may govern the relocation of the patient.

TREATMENT: Medical care provided to the patient, including, but not limited to the assessment, stabilization, and provision of medical interventions to a patient.

VISITOR: A person who, at the time of response, treatment or transport by the Contractor, was physically located within the geographic bounds of the City, despite the maintenance of a residence outside of the geographic bounds of the City.

OUTLIER CALLS: Calls received during times of heightened risk such as weather emergencies, power failures or other large scale events involving extraordinary circumstances as mutually agreed by the parties.

II. PROCEDURES AND PROGRAM REQUIREMENTS

A. EMS PROGRAM

The City provides an emergency medical services program for residents and visitors of the City (the "EMS Program"). The City hereby engages Contractor to provide BLS and related services, as more fully described herein, in connection with the EMS Program.

B. EMS FACILITY

The Contractor will provide a building/facility designed for a BLS service provider response situated at _____ or at such other location within the City as may be mutually agreed between City and Contractor ("Facility"). The Contractor will use this facility in connection with the BLS Services.

C. DISPATCH PROCEDURES

(1.) During the term of this Agreement, the City shall provide and coordinate all dispatch services in connection with the EMS Program through the City' dispatch center (the "Dispatch Center") located in Somers Point City Hall.

(2.) The Dispatch Center will maintain all information related to the dispatch of BLS Services provided under this Agreement (collectively, "Dispatch Information"), or any future Dispatch Center. The Contractor shall have the right to request and access Dispatch Information as coordinated with the Dispatch Center for the sole purpose of performing the Contractor's obligations hereunder.

(3.) The Contractor will not be responsible for any cost associated with the City' operation of the Dispatch Center (including, without limitation, costs associated with generating reports, photocopying, or any other service related to data collection and dissemination).

(4.) Separate emergency medical service dispatch, communications and reporting systems maintained by the Contractor will operate in cooperation with the City and the Dispatch Center. The Contractor's dispatch system will create unique trip and patient identification numbers for each call, which the Contractor will use to track and analyze utilization and transport data to provide reports and assistance to the City in connection with the reporting requirements under this Agreement and applicable law.

(5.) The Contractor will be dispatched to all medical emergencies, including all calls with patients or expected patients within either City. In the event of multiple calls at the same time, the Dispatch Center will contact the Contractor's Dispatch Center to determine if multiple ambulances are available for immediate use, prior to activating the Mutual Aid System.

(6.) Unless the Contractor is currently dispatched to a call, the Contractor will respond to General Fire Alarms and Motor Vehicle Collisions with no reported injuries, notwithstanding the fact that the fire department may also be responding to such emergencies. The Contractor will also respond to a dispatch involving an actual fire or smoke condition or the possibility of a medical emergency or injury. In the event the Contractor has been dispatched to a call not involving the possibility of a medical emergency or injury, Contractor shall be free to leave that call in the event another medical emergency dispatch call is received.

D. RESPONSE TIME REQUIREMENTS

During the term of this Agreement, with respect to primary calls for BLS services to be provided to the City' resident and visitors, the Contractor's Response Time must be less than five (5) minutes on no less than 90% of the occasions in ANY given 168 hour period and may never exceed Six (6) minutes and fifty nine (59) seconds, which is a material aspect of this Agreement.

Provided, however, that the foregoing shall not apply with respect to the Contractor's Response to Outlier Calls. A pattern of longer response times, or an egregious response time for a service event, shall be considered unacceptable non-compliance with and a material violation and breach of this agreement.

Notwithstanding anything herein to the contrary, the Response Time requirements referenced above in this subsection (D) shall not apply to calls for secondary (i.e., Mutual Aid) BLS services.

E. OBLIGATIONS OF CONTRACTOR

(1) VEHICLES

During the term of this Agreement, the Contractor will make available the following vehicles to be used solely for the provision of the BLS Services:

- (a) one (1) "BLS ambulance" (as such term is defined at N.J.A.C. 8:40-1.3) for use at any and all times (i.e., 24/7/365);

In addition, when available, the City will have access to the remaining vehicles in the Contractor's emergency medical services fleet at no additional cost or expense to the City.

(2) PERSONNEL

(a) Emergency Medical Technicians. At all times during the terms of this Agreement, the Contractor shall staff each vehicle described in subsection (1) above with two (2) individuals who meet the qualifications of an "Emergency Medical Technician-Basic" (as such term is defined at N.J.A.C. 8:40-1.3 as amended) and are certified at the "Defibrillation level" (each, a "BLS EMT"). All BLS EMTs must also be current in any and all additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in Cardiopulmonary Resuscitation. BLS EMTs will be responsible for the provision of BLS Services during their shift, in addition to any additional duties requested by the Contractor in connection with this Agreement, including, but not limited to community outreach or public information and educational services. All BLS EMTs are to be mentally and physically fit to perform their job functions. Each BLS EMT shall be legally permitted and licensed to operate a motor vehicle in the State of New Jersey and shall have successfully completed either an Emergency Vehicle Operations Course (EVOC) or EVOC-equivalent course within nine (9) months of commencing services under this Agreement.

(b) Field Supervisor. The Contractor shall provide a field supervisor to manage the day-to-day operations of the BLS Services provided by the Contractor pursuant to this Agreement and to service as the initial point of contact between the City and the Contractor (the "Field Supervisor"). The individual serving as the Field Supervisor shall be available by phone at all times (24/7/365) for immediate contact by City officials.

(c) Medical Director. The Contractor will provide the services of a medical director to oversee the BLS Services provided under this Agreement (the "Medical Director"). The Medical Director must be a licensed physician in good standing who is experienced in emergency medical services and board certified in the specialty of emergency medicine. Initially, Dr. _____ will service as the Medical Director. A copy of Dr. _____'s Curriculum Vitae will be provided to the City upon request. In the event Contractor appoints a replacement Medical Director during the term of this Agreement Contractor shall promptly notify the City in writing and shall provide a copy of the Director's Curriculum Vitae.

F. COMPENSATION AND BILLING

(1) The Contractor will provide high quality BLS Services to the City at the cost of \$ _____.

[NOTE: IF THERE IS A COST TO THE CITY PAYMENT SHALL BE MADE MONTHLY WITHIN 15 DAYS FOLLOWING THE END OF THE MONTH DURING WHICH SERVICES WERE RENDERED AND PROPERLY INVOICED]

(2) The Contractor is entitled to bill, collect and retain the fees and other charges from patients and/or any third party payors (e.g., HMOs, Managed Care payors, indemnity insurers, PPOs, Medicare, Medicaid, worker's compensation, automobile (PIP) insurance and other governmental programs for the BLS Services provided hereunder, including, without limitation, the collection and retention of copayments and deductibles. The Contractor may only bill for services at the rate for the level of service provided, as set forth in the attached Rider.

(3) The Contractor will make available a telephone number for patients for the purpose of answering any questions, any providing information that the patient may have regarding any bills or charges for BLS Services provided by the Contractor hereunder. The City shall have no obligations in this regard.

(4) If the Contractor provides BLS Services to an employee or approved volunteer of either City, while such employee or approved volunteer is on duty, then the Contractor will accept payment from the respective City's workers' compensation insurance policy as payment in full for the services provided to such employee or approved volunteer. The City shall have no further obligations in this regard.

G. STANDY-BY COVERAGE

(1) The Contractor shall make available one (1) ambulance and two (2) BLS EMTs to provide standby coverage at various planned community events in each City, including without limitation, Bay Fest, Good Old Days Picnic, Atlantic County Junior Football League Home games, The Summer Beach Concert Series and one or two Mainland Regional High School Home Games (unless otherwise provided by another municipality), and, if requested, other City sporting events and community health screenings (collectively "Standby Coverage"), subject to the provisions of this subsection (G). The BLS vehicle and crew providing the Standby Coverage

will be the PRIMARY coverage vehicle for City. This BLS vehicle will be stationed at the event, but will be available to take calls from the Dispatch Center if needed. Any Standby Coverage requested and performed by the primary coverage vehicle for City will be provided free of charge to the City.

(2) In the event that multiple BLS Ambulances are needed at the same time for a standby event or multiple standby events, or a dedicated ambulance is needed to standby at an event that is not also the primary coverage vehicle for the City, then the cost of these ambulance(s) will be billed to the City at a rate of \$_____ per hour, inclusive of all staffing of these vehicles.

H. DISASTER RESPONSE

Given the current risks that our nation faces from terrorism, in addition to existing risks for natural disasters, during the term of this Agreement, the Contractor will complete a thorough disaster risk assessment and create a disaster response plan that accounts for the risks identified in the risk assessment. The disaster response plan should be thorough and provide not only for disaster response, but also an annual disaster response simulation training exercise (such as, for example, participation in an Atlantic County or other appropriate regional disaster planning/drill on behalf of the City). The disaster response plan should incorporate resource utilization from mutual aid venues and should address providing mutual aid disaster response to surrounding communities. An initial draft of the disaster response plan will be due to the City no later than six (6) months after the commencement of this Agreement. The first disaster response simulation training exercise will be completed no later than twelve (12) months after the commencement of this Agreement. Contractor shall coordinate the disaster response stimulation with the EMS Director, the Chief of Police and the Chiefs of Volunteer Fire Company #1 and #2.

I. MUTUAL AID

Mutual Aid is an important part of the South Jersey emergency health services system. Accordingly, at the request of either City, the Contractor will provide detailed information as to how mutual aid requests have been, and will be, handled, such that local service responsibilities will not be compromised.

J. AGREEMENT PERIOD

The term for this Agreement is from January 1, 2017 through December 31, 2021 (the "Term").

K. AGREEMENT CLOSE-OUT

Following the expiration or termination of this Agreement, either by cause or convenience, the Contractor agrees to provide services for an additional 90 days following the termination date. The Contractor and the City shall agree on a schedule of expenses to cover services provided by the Contractor during this transition period.

III. GENERAL TERMS AND CONDITIONS OF AGREEMENT

A. TERMINATION

(1) In the event any Party materially breaches a term of this Agreement, then the non-breaching party may terminate the Agreement after providing written notice to the breaching party and ten (10) days opportunity to cure.

(2.) Any party may terminate this Agreement without cause and without liability upon giving ninety (90) days written notice to the other parties. However, if the Contractor terminates the Agreement pursuant to subsection (1) above or this subsection (2), then the Contractor agrees to grant the City an additional 60 day extension (for a total of 150 days), of the Agreement in order to give the City sufficient time to find a suitable replacement for the Contractor. In the event of a termination of this Agreement, any payment made by the City for a period beyond the date of termination and during which no service was provided shall be returned by the Contractor to the City within ten (10) days of the effective date of the termination.

B. FAILURE TO PERFORM

If the Contractor fails to provide full staffing and services in accordance with the staffing pattern, response times, hours and availability required by this Agreement, Contractor acknowledges and admits that the City will suffer damage, and that it may be impracticable and infeasible to fix the amount of actual damages. Therefore, without waiver of any other remedies at law or in equity, the City reserve the right to give the Contractor immediate written notice of stated reasons for Failure to Perform. If, after such notice, the Contractor fails to remedy the conditions contained in the notice within ten (10) days, the City can issue a notice for termination of the Agreement.

C. INSURANCE

(1.) At all times during the term of this Agreement, the Contractor will maintain insurance coverage that complies with the following requirements:

(a) Workers Compensation insurance in accordance with applicable laws and regulations of the State of New Jersey and employer's liability policies in an amount not less than \$1,000,000 per accident. The insurer shall waive all rights of subrogation against the City, and their respective officers, officials, employees and volunteers with respect to losses arising from work performed by the Contractor pursuant to this Agreement;

(b) Comprehensive General Liability insurance in an amount not less than \$1,000,000 per single occurrence or \$2,000,000 in the annual aggregate for bodily injury, personal injury, and property damage;

(c) Automobile liability insurance in an amount not less than \$1,000,000 combined single limit per occurrence;

(d) Professional liability insurance covering all professional medical staff providing services pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate; and

(e) Excess Liability / Catastrophic Event insurance coverage with a limit of \$3,000,000 in coverage

(2) The Contractor must obtain and maintain tail coverage for any claims-made insurance coverage identified in subsection (1) above for up to seven (7) years following the termination of this Agreement.

(3) The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to this Agreement. At the commencement of this Agreement, the Contractor is required to provide original certificates of insurance and an Endorsement to the Contractor's CGL, Automobile and Excess Liability policies, naming the City as additional insured, as indicated below. The Contractor shall assure the City that all authorized subcontractors, if any, are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. Insurance coverage for all approved subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

(4) The Certificate(s) of Insurance shall provide that City shall be notified in writing, at least thirty (30) days in advance of any reductions or other change in, or any cancellation or termination of, any of the insurance policies referenced in subsection (1) above.

(5) General Liability, Automobile Liability and Excess Liability policies are to contain, or be endorsed to contain, the following provisions;

(a) The City, and all of their respective officers, officials and employees are to be covered as additional insured with respect to any liability arising out of: (i) activities performed by or on behalf of the Contractor; (ii) products and operations completed on behalf of the Contractor; (iii) premises owned, leased or used by the Contractor; or (iv) automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of the protection afforded to the City, and the respective officers, officials, and employees;

(b) Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, and their respective officers, officials or employees;

(c) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with the respect to the limits of the insurer's liability.

(6) During the term of this Agreement the Contractor shall furnish to the City current certificates of insurance for the above-referenced insurance policies, as well as original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the applicable insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided and/or approved by the City before work commences. The City reserve the right to request complete, certified, copies of all required insurance policies, at any time.

D. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employee is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

E. WARRANTY AGAINST CONTINGENT FEES

The Contractor represents and warrants that no person or entity has been employed or retained to solicit this Agreement upon an agreement of understanding for commission, percentage, brokerage, or contingency, except for bona fide employees of, or selling agents engaged by, the Contractor for the purpose of securing business.

F. SUBCONTRACTORS

The City must approve in advance all subcontractors entered into by the Contractor for the purpose of completing the provisions of this Agreement.

G. PATIENT MEDICAL RECORDS

Subject to applicable laws, the Contractor shall permit the City immediate access, during regular business hours, to any and all records, logs or documentation maintained by the Contractor in connection with the performance of this Agreement; provided, however, that the City shall not have access to any confidential, personally identifiable or protected health information of any patient receiving services from the Contractor, unless allowed by law. The Contractor will comply with all federal and state laws and regulations regarding patient privacy, including without limitation, the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder.

H. REMOVAL AND REPLACEMENT OF CONTRACTOR PERSONNEL

If either City notifies the Contractor of City's dissatisfaction with the competency of any of the Contractor's personnel providing services hereunder (which notice shall specify the basis for such dissatisfaction, which must not be unreasonable), then the Contractor will no longer assign such personnel to provide services hereunder, and the Contractor will satisfy its obligations hereunder through the services of other personnel.

I. CONTRACTOR'S COOPERATION

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Contractor shall maintain regular communications with the City or its designees and shall actively cooperate in all matters pertaining to this Agreement.

J. INDEMNIFICATION

The Contractor shall defend, indemnify and hold the City harmless, inclusive of payment of all counsel fees and costs, from all claims, demands, or judgements the City incur or suffer as

a result of any acts or omissions of the Contractor, its officers, agents, employees, or sub-Contractors (including but not limited to alleged professional malpractice), excepting only those instances where either City, or their respective agents or employees are alleged or determined to be the sole cause of the injury.

K. WASTE DISPOSAL

Contaminated waste that is produced or obtained in connection with the provision of the BLS Services hereunder will be disposed of by Contractor in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

L. PUBLIC INFORMATION

The Contractor shall not publish any findings based on data obtained from operations pursuant to the Agreement without the prior consent of the City, whose written consent shall not be unreasonably withheld.

M. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE STANDARDS

Contractor will provide the services hereunder in accordance with all applicable federal and state laws and regulations.

N. ACCESS TO INFORMATION

The City and the Contractor shall maintain accurate books and records which: (1) track the Contractor's emergency crews that are dispatched to respond to calls for BLS Services in the City; and (2) record the actions of the dispatched crews, their response times and all other pertinent information related to the provision of the BLS Services. Each Party shall make such books and records available for examination by any other Party such Party's duly authorized representative at any and all reasonable times during normal business hours.

O. SOLE PROPERTY OF CITY

Subject to applicable laws, all reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property (collectively, "Property") produced under this Agreement shall be the sole property of the Party which produced such Property; provided, however, that such Property may be accessible by the other Parties in accordance with Section N. above.

P. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemic, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes and other disasters.

MISCELLANEOUS

A. NOTICES

Noticed required or permitted to be given by one Party to another under this Agreement shall be in writing and deemed to have been adequately given if personally delivered; deposited in the United States Mail in a properly addressed and stamped envelope, certified or registered mail, return receipt requested; or deposited with an overnight delivery courier service and addressed to the Party to whom it is given at the address set forth below:

To Contractor: _____, President

_____, NJ 082__

To Somers Point: William "Wes" Swain
City Administrator
City of Somers Point
1 West New Jersey Avenue
Somers Point, NJ 08244

Where time requirements or restrictions are specified within this Agreement, time commences upon the non-noticing Party's receipt of the notice.

B. Amendments. This Agreement and its terms may be changed or waived only by a prior written agreement signed by the Parties hereto.

C. Headings. The headings of the sections and subsections of this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.

D. Assignment. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties.

E. Independent Contractors. In performance of the work, duties and obligations under this Agreement, the Parties acknowledge and agree that: (A) Contractor is at all times acting and performing as an independent Contractor; (B) nothing in this Agreement constitutes or should be construed to be or create a principal/agent, employer/employee, or master/servant relationship between the parties; (C) nothing contained in this Agreement constitutes or should be construed to be or create a partnership or joint venture between the Parties; (D) neither the Contractor or any of Contractor's employees shall have any right or claim against the City for salary, wages and or other employment related compensation, Social Security benefits, workers compensation benefits, disability benefits, unemployment benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind.

F. Nondiscrimination. Contractor agrees not to differentiate or discriminate in the delivery of its transportation services to individuals on the basis of race, age, color, national origin, ancestry, religion, gender, marital status, sexual preference, financial ability, medical condition or physical

disability. Contractor agrees to render services to all persons in the same manner and in accord with the same standards as offered to other persons.

G. Entire Document. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any exist, relating to the subject matter hereof.

It is further understood and agreed that terms and conditions enumerated in this Agreement may be duplicative of the Proposal. It is not the intention of any Contractual language to supersede the representations of the proposal, but rather to render the proposal into Agreement form, and said proposal and the representations therein shall be and hereby are a part of this Agreement. In the event of a conflict between the proposal and this Agreement, the more stringent provision in favor of the City shall control.

F. Severability. If any term or provision of this agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity without invalidating the remaining terms and provisions hereof, and this Agreement shall be deemed modified to the extent necessary to make it valid and enforceable.

G. Governing Law and Consent to Jurisdiction. This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to conflicts of law to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey. The Parties agree and consent to the New Jersey Superior Court sitting in Atlantic County, New Jersey as the proper forum for any litigation which may be instituted and waive any defense of forum non conveniens.

In the event of a dispute regarding any issue arising out of this agreement other than third party claims or termination for cause, the Parties agree to enter into good faith negotiations to reach a timely and equitable settlement. If a good faith settlement cannot be reached within fifteen (15) business days the Parties may mutually agree to select a method of dispute resolution other than litigation, such as, arbitration, mediation, mini trial, or other cost effective methods of alternative dispute resolution

H. Waiver. Failure of either Party to insist upon strict performance of this Agreement at any time shall not constitute a waiver of such Party's right to insist upon strict performance of this Agreement in the future.

IN WITNESS WHEREOF, the Parties hereto have duly entered into and executed this Agreement as of the day and year first above written,

CONTRACTOR

Witness

President

CITY OF SOMERS POINT

Lucy R. Samuelsen RMC / CMR
Municipal Clerk

John L. Glasser, Jr
Mayor

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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 _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so 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 City of Somers Point relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of firm)

Subscribed and sworn to

before me this day

_____ of

_____, 2 _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

Contractor Signature

Date

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

The contractor and the City of Somers Point, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

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

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

(Contractor's name)

(Representative's signature)

(Printed name)

Date: _____

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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 was 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. Information on the law and its requirements is available by calling (609) 292-1730.