

**CONTRACT RENEWAL (YEAR 5) BETWEEN CITY OF BRIDGETON
AND AMBULANCE BILLING COMPANY, LLC**

THIS CONTRACT RENEWAL (YEAR 5) made this 15th day of ~~January~~^{November 2021}, 2022, by and between **AMBULANCE BILLING COMPANY, LLC**, with an address of P.O. Box 671, Pittstown, New Jersey 08867-0671 (hereinafter "Contractor"), and the **CITY OF BRIDGETON**, a Municipal Corporation of the State of New Jersey, having principal offices located at 181 E. Commerce Street, Bridgeton, New Jersey 08302 (hereinafter the "City") (the "Fifth Year Contract");

WITNESSETH THAT:

The City previously entered into a contract with the Contractor in 2018 (the "2018 Contract") to furnish all labor, materials, supplies and equipment and perform all work called for in connection with providing emergency medical billing services for the period January 1, 2018 through December 31, 2020, with optional extensions for years four (2021) and five (2022). The City exercised the fourth year option and wishes to exercise its option to enter into a renewal contract for Year 5 based upon the pricing schedule for Option Year 5 set forth on the Proposal Form attached to Contractor's Bid Submission in response to the City's Request for Proposals issued on November 22, 2017 (the "RFP"). The City has adopted Resolution No. 272-21, attached hereto as Exhibit "A", authorizing the City to enter into this Fifth Year Contract for said services.

IT IS AGREED AS FOLLOWS:

1. Contractor shall from January 1, 2022 until December 31, 2022 continue to furnish, to the satisfaction of the City, all labor, materials, supplies, and equipment and perform all work called for in connection with providing emergency medical billing services for the City pursuant to specifications set forth in the RFP.

2. The City shall pay the Contractor pursuant to the Proposal Form setting forth the price for Option Year 5 included in the Bid Submission for the 2018 Contract, attached hereto as Exhibit "B", and pursuant to Resolution No. 272-21. The City agrees to pay Contractor in current funds within forty-five (45) days after delivery of said goods and/or services in satisfactory working condition or form upon submission of a properly executed voucher to the City or as soon thereafter as Council may approve the expenditure.

3. It is agreed by and between the City and the Contractor that the following documents are incorporated into and made a part of this Fifth Year Contract:

a. Resolution No. 272-21 authorizing the City to enter into this Fifth Year Contract attached hereto as Exhibit "A";

b. Proposal Form setting forth the price for Option Year 5 attached hereto as Exhibit "B"; and

c. Any other documents incorporated into and included with the 2018 Contract, which are incorporated herein by reference, except that all such documents shall be updated and current.

4. Termination of Fifth Year Contract.

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Fifth Year Contract or if Contractor shall violate any of the covenants, agreements, or stipulations of this Fifth Year Contract the City shall, thereupon, have the right to terminate this Fifth Year Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. The City may also terminate this Fifth Year Contract upon thirty (30) days' notice for any reason at the City's discretion.

5. City and Contractor further agree to incorporate into this Fifth Year Contract the mandatory language of subsection 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor, where applicable, agrees to comply fully with the terms, provisions and obligations of subsection 7.4(a) and (b).

6. The Contractor further agrees that neither Contractor, nor any materials supplier or subcontractor under this Fifth Year Contract, shall in any manner discriminate against, or intimidate or prevent the employment of any person in connection with the performance of work under this Fifth Year Contract on the count of race, color, or creed.

7. During the performance of this Fifth Year Contract, the Contractor agrees as follows:

a. 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, or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause.

b. 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 or sex.

c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.

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

e. 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 section 5.2 of the Regulations 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 section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. 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 law and applicable federal court decisions.

h. 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 or sex, and conform with the employment goals consistent with applicable State of New Jersey and federal statutes, codes and court decisions.

i. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated under the Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq.

Provisions (d), (e), (f), (g) and (h) are not required for subcontractors with four (4) or fewer employees or a Contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

8. The Contractor agrees to save harmless, indemnify and defend the City, its officers, agents, servants and employees and each and every one of them against and from all suits and costs of every name and description and from all damages to which the City, its agents, servants, employees or officers may be exposed by reason of injury to person or property or other resulting from the negligence or carelessness of the Contractor in the performance of the work described in this Fifth Year Contract or through the negligence of third parties acting by or on behalf of the Contractor with respect to the performance of the work including improper or defective machinery, implements or appliances through any act or omission on the part of the Contractor or its agents, servants or employees.

9. It is agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of any and all claims against the City or the governing body of the City out of or by reason of the work done and materials furnished under this Fifth Year Contract. Contractor shall perform whatever necessary work to complete its billing and

collection through the end of the contract term and provide all records and information to the City or successor contractor as necessary to verify all payments made.

10. The award of this Fifth Year Contract is in compliance with the Pay to Play provisions of N.J.S.A. 19:44A-20.5, et seq. in that the bid was, in 2017, publicly advertised and awarded by the "fair and open" process.

11. Contractor is not on any federal or state debarred or disqualified list of vendors.

12. Vouchers for payment shall be submitted at least one week prior to a regular City Council Meeting in accordance with City Ordinance for payment of bills.

13. The parties acknowledge that the terms of this Fifth Year Contract shall prevail over any other contracts, etc. between the parties in connection with this project.

14. This Fifth Year Contract shall be governed by and construed in accordance with the Laws of the State of New Jersey without regard to the principals of conflict of laws. Each party consents to jurisdiction and venue being located in New Jersey.

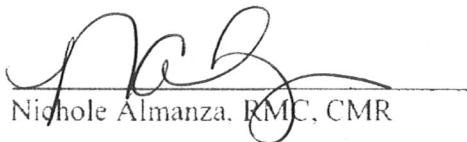
15. This Fifth Year Contract is binding upon the parties hereto, their successors and assigns. Contractor shall not assign this Fifth Year Contract, in whole or in part, without the prior written consent of the City.

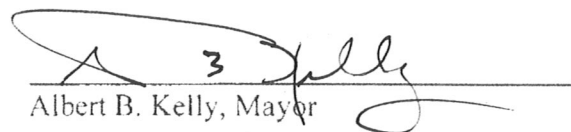
16. If there is any inconsistency between this Fifth Year Contract and the RFP, the terms of the RFP shall control.

17. This Fifth Year Contract shall become effective January 1, 2022.

ATTEST:

CITY OF BRIDGETON


Nichole Almanza, RMC, CMR


Albert B. Kelly, Mayor

ATTEST:

AMBULANCE BILLING COMPANY, LLC

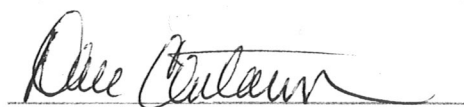




EXHIBIT “A”

RESOLUTION NO. 272-21

RESOLUTION AUTHORIZING THE CITY OF BRIDGETON TO AWARD A RENEWAL CONTRACT TO AMBULANCE BILLING CO., LLC FOR EMERGENCY MEDICAL SERVICES FOR THE 2022 CY FOR THE FIFTH (5TH) YEAR

WHEREAS the City of Bridgeton advertised for bid proposals and the sole proposal from Ambulance Billing Co., LLC was received and opened on December 19, 2017 at 1:00 PM; and

WHEREAS the use of competitive contracting for Emergency Medical Services was used as describe in the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 to 4.5); and

WHEREAS the City of Bridgeton's Fire/EMS Department is recommending that the City of Bridgeton re-enter into an agreement with Ambulance Billing Co. for the fifth (5th) year to provide Emergency Medical Services for January 1 – December 31, 2022; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bridgeton that with Ambulance Billing Co. be and is hereby awarded a renewal contract based upon the fifth (5th) year; and

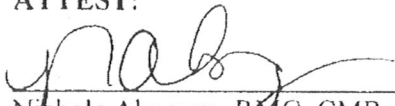
BE IT FURTHER RESOLVED that pursuant to NJAC 5:30-5.1 to 5.5, the required Certificate of Available of Funds in the amount contingent upon 6.5% of the collected amount be charged to Fire/EMS-Contractual Services (OE), account #2-01-25-265-000-500; has been obtained from the Chief Financial Officer of the City of Bridgeton; and

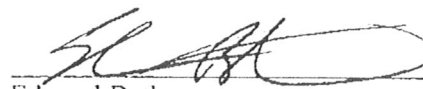
BE IT FURTHER RESOLVED by the City Council of the City of Bridgeton that the Mayor and Municipal Clerk be and are hereby authorized to re-enter into a contract, with Ambulance Billing Co. for providing Emergency Medical Services to the City of Bridgeton Fire/EMS Department for the fifth (5th) of the five (5) years contract, in form satisfactory to the Solicitor of the City of Bridgeton; and

BE IT FURTHER RESOLVED that the original resolution and contract, including any attachments, shall be filed in the office of the Municipal Clerk.

ADOPTED at a regular meeting of the City Council of the City of Bridgeton held on the 15th day of November 2021.

ATTEST:


Nichole Almanza, RMC, CMR
Municipal Clerk


Edward Bethea
Council President

APPROVED:

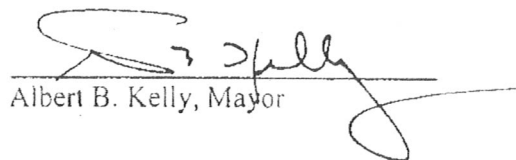

Albert B. Kelly, Mayor

EXHIBIT “B”

PROPOSAL FORM

City Clerk

City of Bridgeton

181 E. Commerce Street

Bridgeton, New Jersey 08302

In accordance with your Request for Proposals, the Bid Proposal, General, Instructions, Conditions and Specifications, we wish to quote the following: Emergency Medical Billing Services.

Percentage is based in the collections of received cash by the bidder.

Percentage

Year 1 6.5 %

Year 2 6.5 %

Year 3 6.5 %

Option Year 4 6.5 %

Option Year 5 6.5 %

Name of Bidding Company: Ambulance Billing Co, LLC

Address: P.O. Box 671, Pittstown, NJ 08867-0671

Contact Person: Linda Thomas

Phone Number: (908) 479-4921

E-mail: Lthomas@ambulancebillingco.com