

TOWNSHIP OF EAST BRUNSWICK



**PROVIDING A BASIC LIFE SUPPORT EMERGENCY
MEDICAL SERVICE (EMS) RESPONSE AND
TRANSPORTATION SYSTEM FOR THE TOWNSHIP OF
EAST BRUNSWICK**

March 31, 2016 at 11:00 a.m.

**TOWNSHIP OF EAST BRUNSWICK
NOTICE TO BIDDERS**

Sealed bids will be received by the Municipal Clerk of the Township of East Brunswick, New Jersey, County of Middlesex, in the Large Conference Room at the Municipal Building, 1 Jean Walling Civic Center, East Brunswick, NJ 08816 for: **PROVIDING A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE ("EMS") RESPONSE AND TRANSPORTATION SYSTEM FOR THE TOWNSHIP OF EAST BRUNSWICK (HEREIN REFERRED TO AS "THE TOWNSHIP")**

BID OPENING DATE: March 31, 2016 @ 11:00 A.M.

Specifications are on file in the Division of Human Resources, Budget & Purchasing, and may be obtained by prospective bidders during the hours of 8:00 a.m. to 4:30 p.m. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bids must be accompanied by an agreement of surety (consent of surety) furnished by only those sureties who meet the requirements set forth in N.J.S.A. 2A:44-143, wherein the surety company agrees to post a performance bond of 100% of the awarded amount, and a payment bond of 100% of the awarded amount, if the contract is awarded in principal. The aggregate sum of both bonds shall therefore equal 200% of the total contract price.

Bids must be accompanied by a certified check, cashier's check or bid bond payable to East Brunswick Township in the amount of 10% of the bid total, not to exceed \$20,000. All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and bids of such bidders shall be considered as withdrawn. Within 3 days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq (Prevailing Wages) N.J.S.A. 52:32-44, et seq (NJ Business Registration).

A corporation submitting a bid, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Township, when applicable, reserves the right to take any number of units up to the maximum indicated in the specifications to increase or decrease the quantity by executing a change order provided that the change shall not cause the originally awarded contract price to be exceeded cumulatively by more than 20% net, in accordance with N.J.A.C. 5:34-4.2. The Township reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the Township of East Brunswick. The Township also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the Township of East Brunswick shall have the authority to award the contract to the bidder selected by the Township of East Brunswick in its sole discretion.

BY ORDER of the Township Council of the Township of East Brunswick.
Nennette Perry Municipal Clerk

EAST BRUNSWICK TOWNSHIP **INSTRUCTIONS TO BIDDERS**

Sealed proposals will be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

BIDS FORWARDED THROUGH MAIL

The Township will not assume responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township at the time and at the place designated.

Bids may be hand delivered or mailed. However, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, name and address of bidder and title of bid must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

BID FORM

Each Bid is to be submitted on the Bid form attached. The bid form shall be submitted, in a sealed envelope: (1) addressed to the Township of East Brunswick, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title being bid. Proposals on forms other than herewith provided will not be accepted.

All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

BID PRICES

Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, or any other labor or materials required by these specifications. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

BID GUARANTEE

Bid must be accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the bid total, not in excess of \$20,000, payable to East Brunswick Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of East Brunswick. All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within 3 days, Sundays and holidays accepted, after the awarding and signing of the contract, the bid security of the remaining unsuccessful bidders shall be returned to them. The Bid security must comply with the requirements of New Jersey law and must be in a form acceptable to the East Brunswick Township Municipal Attorney. In the event that the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of East Brunswick.

WARRANTY

The successful bidder shall be required to furnish the warranty from the equipment manufacturer when contract is initiated.

GUARANTEE

The vendor shall guarantee any or all materials supplied under these specifications for at least one year. Defective or inferior items shall be replaced at the expense of the vendor.

INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to be notified the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the

contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

FAILURE TO SIGN CONTRACT

The failure of the successful Bidder to sign the Contract within fourteen (14) days of the award of the Contract to the successful Bidder, shall be sufficient cause to rescind the award. The Township may then, at its option accept the bid of the next lowest responsible bidder. It is understood by the Bidder that the certified check, cashiers check or bid bond shall be forfeited to East Brunswick Township in the event of the Bidder's failure to comply with the foregoing. It is further understood by the Bidder that such forfeiture shall be considered as liquidated damages for the delay and additional expense incurred by the Township due to the Bidder's failure to comply with these requirements and shall not be considered a penalty.

AWARD OF CONTRACT

The Township reserves the right to award the Contract based upon the base bid alone and upon the combination of the base bid and any alternate(s). The bid specifications may also contain option bids. The Township may, in its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder.

WITHDRAWAL OF BIDS

Bids may not be withdrawn after the opening of bids. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to the bid proposal will cause the bid to be classified as irregular and will render the bid subject to rejection.

Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

WORKER'S WAGES

The contractor shall at all times during the performance of the contract comply with the Prevailing Wage Act (P.L. 1963), C. 150, N.J.S.A. 34:11-56.25 et. seq.). All workers employed in the performance of the contract shall be paid not less than the prevailing rate in this area for each type of work.

RIGHT TO KNOW ACT

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, each bidder must furnish the Township of East Brunswick a "Material Safety Data Sheet" for each product they supply the Township which contains a substance listed on the Hazardous Substance List. Furthermore, in compliance with the Uniform Labeling requirement, a label shall be affixed or stenciled on any product that contains such substances before delivery to the Township.

CERTIFICATE OF PAYMENT

All contracts awarded will require the successful bidder to provide on a monthly basis a certificate of payment that all subcontractors, vendors, laborers, mechanics and trades have been paid per N.J.S.A. 2A:44-128 et seq.

CONDITIONS

N.J.S.40A:11 *et seq.* (Local Public Contracts Law), in its entirety by reference, applies to all specifications drawn by the Township of East Brunswick. This includes but is not limited to N.J.A.40A:11-18 which requires that only manufactured and farm products of the United States, wherever available, shall be used.

Unless otherwise specified, materials and equipment purchased will be inspected by the contracting agent as to meeting the quality and quantity requirements of the call for bids. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory. If the reports indicate that the materials do not meet the specifications, the expense of analysis shall be borne by the bidder holding the contract.

The bidder shall warrant all materials and services supplied under these specifications. The warranty shall include warranty of title, merchantability, fitness for a particular purpose and such other warranties that arise from the course of dealing or usage of trade. Defective or inferior items

shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

TERMINATION OF CONTRACT

- A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without written consent of East Brunswick Township, New Jersey.

AWARD OF CONTRACT – PRICES FIRM

The contract shall be awarded within sixty (60) days unless concerned parties agree to an extension. Award will be based on the unit price of each item. The contract shall be awarded for a period of two (2) years with the option of one (1) additional year.

In accordance with 40A:11-15, any price increase shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

The contract is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

QUANTITY

The Township reserves the right to take any number of units, when applicable, up to the maximum indicated in the specifications or to increase the quantity by executing a change order not to exceed 20% of the overall contract amount or to omit various items as may be in the best interest of the Township to do so in accordance with N.J.A.C. 5:34-4.2. No warranty is given or implied as to the item or quantity that will be purchased.

DELIVERY

Delivery shall be made within twenty-one (21) calendar days after verbal and/or written confirmation. Item(s) to be quoted F.O.B. delivered to the following location:

Township of East Brunswick

PAYMENT

Payment will be made with final written approval of authorized official within thirty (30) days of receipt of properly certified and tabulated invoice as authorized by the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq). In accordance with the Prompt Payment Law N.J.S.A. 2A:30A-1 et seq., if applicable.

NOTE: The Township of East Brunswick is tax exempt.

RESERVATIONS

The Township reserves the right to accept or reject any or all bids, to waive minor irregularities and technicalities, to request rebids on the items and award bids in part or whole as the Township deems it will best serve its interests.

The Township reserves the right, where applicable, pursuant to N.J.S.A. 40A:11-13 (b), to award the bid based on the physical proximity of the bidder which is requisite to the efficient and economical purchase of the material or services.

EXCEPTIONS TO SPECIFICATIONS

For purpose of evaluation where an equivalent product is being furnished in place of one requested, bidder must indicate any variation to our specifications. If no variations are indicated, it will be construed that the bid fully complies with the specifications.

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equivalency with the item specified. The burden of proof shall be on the vendor. The Township shall be the sole judge as to the equivalency of items bid to the specifications.

INSURANCE

The successful bidder shall certify or cause to be certified to East Brunswick Township and, upon request, Certificates of Insurance for the following:

- (1) Workers Compensation as required by State of New Jersey applicable to the work to be performed;
- (2) Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures if applicable, at a limit of not less than \$1,000,000 combined single limit for damages arising out of injury to or destruction of property;
- (3) Contractual liability insurance indemnifying and holding the Township harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control;
- (4) Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for incident;
- (5) With the exception of Workers Compensation, each Certificate shall name the Township of East Brunswick as an additional insured. A copy of the additional insured endorsement for each insurance policy shall be provided to the Municipal Clerk for the Township of East Brunswick within thirty (30) days of the award of the contract.
- (6) The Certificate should include a thirty (30) day notice of cancellation provision.

(REVISED 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

N.J.S.A. 40A:11-23.2

The contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractor"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the township.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

N.J.S.A. 2A:30A-2 now holds a prime contractor's bills to be deemed acceptable 20 days after receipt unless the payor provides a written statement of an amount to be withheld and the reason for withholding. Importantly, government entities that must vote on authorizations for payment can be excepted from this 20-day rule by expressly providing in bid specifications **and** contract documents that bill approvals will occur at the first public meeting after receipt and bill payment will occur during the subsequent payment cycle. Our bid specifications and contracts need to be revised accordingly.

If payment is not made pursuant to the above mentioned rules, the delinquent municipality will be liable for the amount due plus interest at a rate equal to the prime rate plus one (1) percent. The

interest period begins on the first day of delinquency and ends on the day in which the check for payment has been drawn. This interest penalty provision, however, does not apply to certain transportation projects for which the federal government provides funding.

In addition to the above mentioned penalty provision, a prime contractor may, after providing seven (7) calendar days written notice, suspend performance under the contract for nonpayment if the payor has not provided a written statement of the amount to be withheld and the reason for withholding and has not engaged in a good faith attempt to resolve the billing dispute. This provision also does not apply to certain transportation projects for which the federal government provides funding.

All contracts for the improvement of structures must provide that billing disputes may be submitted to an alternative dispute resolution process, such as mediation or arbitrations. This provision applies only to billing disputes, however, and thus need not apply to disputes over bid solicitation or the awarding, formation, or interpretation of contracts.

NOTICE TO POTENTIAL BIDDERS

THE SPECIFICATIONS HEREIN PROVIDED ARE ILLUSTRATIVE IN REGARD TO THE MATERIALS DESIRED. IT IS NOT THE INTENTION OF THE TOWNSHIP OF EAST BRUNSWICK TO PRECLUDE ANY QUALIFIED VENDOR FROM SUBMITTING A BID. THE TOWNSHIP WELCOMES BIDS WHICH SUBSTANTIALLY MEET AND ARE COMPARABLE TO THE CRITERIA DESCRIBED BY THE SPECIFICATIONS.

SPECIFICATIONS

1. The Township of East Brunswick is requesting proposals for the provisions of a basic life support (BLS) emergency medical service (EMS) response and transportation system for the Township of East Brunswick. Two BLS ambulances would cover East Brunswick Township for the hours of 5:00 A.M. – 8:00 P.M. Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
2. Proposals must be received at the office of the Township Clerk of the Township of East Brunswick located at Township Municipal Building, 1 Jean Walling Civic Center Drive, East Brunswick, in the County of Middlesex, State of New Jersey, no later than March 31, 2016 at 11:00 a.m.
3. Vendors are cautioned to read these specifications carefully and to execute all required documents, sign their proposals and comply with all requirements. All prices must be written in ink or typewritten and signatures must be in ink.
4. Proposals shall be enclosed in a sealed envelope addressed to the Township of East Brunswick with the front of the envelope plainly marked with the name and address of the vendor and name of item being bid on. One (1) original and six (6) copies of the proposal must be submitted. Official proposal forms are enclosed for your convenience and **MUST BE USED** when submitting proposal.
5. No proposal shall be accepted after the hour specified. Additional proposal forms and instructions may be procured from the Township Clerk of the Township of East Brunswick.
6. It is to be understood by the vendor that this proposal is submitted on the basis of specifications prepared by the Township of East Brunswick and the fact that any vendor is not familiar with these specifications or conditions will not be accepted as an excuse.
7. The Township of East Brunswick reserves the right to accept or reject any or all proposals, or to waive any informalities in the proposal, and unless otherwise specified by the vendor, to accept any item in the bid, should it be deemed to be in the best interest of the Township of East Brunswick to do so.
8. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the decision of the Mayor and Township Council of the Township of East Brunswick shall be final and conclusive.
9. Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that will most economically fulfill the intentions of this contract.

10. The Township of East Brunswick reserves the right to accept or reject any or all bids as permitted by law and to waive any immaterial defect or informality in any bid should it be in the interest of the Township to do so.

11. The Township reserves the right to award this contract not necessarily to the firm with the lowest proposed price. The successful proposal will be determined by the Township Committee to be the most advantageous to the Township.

12. The Township will review all proposals meeting the criteria of this bid. The Township will award the contract to the bidder that is the most advantageous to the Township.

13. The successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of East Brunswick.

14. The required agreement will be prepared by the Township attorney, a copy of which will be kept on file with the Township Clerk. The contents of the proposal and any clarifications thereto submitted by the successful bidder shall become part of the contractual obligation and Incorporated by reference into the ensuing contracts.

15. All vendors shall complete and sign the "Disclosure of Ownership" and the "Non-Collusion Certification" as provided with the instructions and specifications of this bid proposal, and also submit a copy of its "Business Registration Certificate."

16. All vendors are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.*, and N.J.A.C. 17:27. Vendors are also required to comply with the requirements of P.L. 1971, c. 198, and P.L. 1977, c. 33, as amended.

17. Any further information desired regarding furnishing of said proposal item or obtaining delivery information may be procured during regular business hours from Lieutenant Kevin Zebro, at Township Municipal Building, 1 Jean Walling Civic Center Drive, East Brunswick, NJ, Telephone 732-390-6944.

BID REQUIREMENTS

1. The Township of East Brunswick is requesting proposals from individuals and/or firms for the following services, basic life support (BLS) emergency medical service (EMS) response and transportation system for the Township of East Brunswick. Two BLS ambulances would cover East Brunswick Township for the hours of 5:00 A.M. – 8:00 P.M. Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

2. All pages to this packet, including the necessary forms to be signed, must be returned with the proposal. Failure to return all pages may be cause for rejection of your proposal.

3. The Contract term shall be two years with an option to extend the contract for one at the Township's request.

4. The Contract Manager will represent the Township with regards to this Contract.

5. Insurance: The bidder shall maintain insurance as required by law. The Township shall be included as an additional named insured on all insurance policies. Additionally, the successful vendor shall provide the Township with a Certificate of Insurance, evidencing insurance and provide the Township with thirty (30) days prior written notice of cancellation or amendment of said policy.

6. Indemnity: Each successful bidder, to the fullest extent permitted by law, shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

7. In the event the vendor is a corporation or partnership, it shall submit to the governing body, prior to the time of the receipt of the bids or accompanying the bid, a statement setting forth the names and addresses of all stockholder, in the corporation or partnership who own ten percent (10%) or more of its stock or an interest equivalent for the same in accordance with P.L. 1977, c.33 as amended.

8. If awarded a contract, the successful vendor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

9. Termination: The Township may terminate the contract resulting from this request at any time should the Contractor fail to carry out its provisions. The Township shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (10) days, the Township shall issue the Contractor an order to stop work immediately and to vacate any Township owned premises and return any Township owned property.

Either party may terminate this contract without cause upon giving 30 days written notice. However, if the Contractor terminates the contract pursuant to this provision the Contractor agrees to grant the Township an additional 60 day extension, (for a total of 90 days), of the contract in order to find a suitable replacement for Contractor.

12. Patient Medical Records: Medical records are of a confidential nature. The Contractor will agree to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law.

13. Contractor Personnel: The Township may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

14. Public Information: The Contractor shall not publish any findings based on data obtained from operations pursuant to the contract without the prior consent of the Township, whose written consent shall not be unreasonably withheld.

15. Contractor will provide services that comply with all federal and state standards and regulations.

16. Access to Information: The Township shall have the right to access information necessary for review of the contract terms and conditions.

17. Sole Property of the Township: All reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be shared by the Township and Contractor. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than the Township or the Contractor.

18. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

For additional information, contact the Township Contract Manager James White, at 732-390-6810.

TECHNICAL SPECIFICATIONS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE ("EMS") RESPONSE AND TRANSPORTATION SYSTEM

1. The Township of East Brunswick is requesting proposals for the provisions of a basic life support (BLS) emergency medical service (EMS) response and transportation system for the Township of East Brunswick. Two BLS ambulances would cover East Brunswick Township for the hours of 5:00 A.M. – 8:00 P.M. Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
- * 2. Payment provision: The minimum bid for this contract to be paid by the Contractor to the Township is \$10,000.00, the fair market value for office space, including internet, electricity, bathrooms and dispatch services, to compensate for administrative costs to the Township. The amount is to be paid in 12 twelve equal monthly installments on the last day of the month that the contract is in full force.
3. Make available personnel trained and certified as emergency medical technicians in accordance with the requirements of the State of New Jersey in order to provide basic life support ambulance services for treating and transporting sick or injured persons found within the boundaries of the Township of East Brunswick.

The Contractor shall provide notice to the Township if any member of their staff has their license revoked.
4. A supervisor may be dispatched within a reasonable amount of time to respond to any scene in the Township. The supervisor will respond to large scale emergency such as a Mass Casualty Incident (MCI), structure fire with injuries or large scale fire, request for helicopter, or any other large scale emergency or at the request of the Contract Manager or Police Watch Commander.

The highest ranking police officer on duty shall be in charge of any scene where the Contractor provides Emergency Medical Services.
5. An office will be provided for the Contractor's Emergency Ambulance Service activities in the lower level of the Police Wing the Municipal Building. The Contractor shall be permitted to use the office equipment such as computer, telephone and any other office related needs.
6. Contractor may have access to Township's fuel depot, if part of the financial proposal for the purpose of allowing contractor's ambulances that are assigned to Township and used in the coverage area to be filled with fuel. The Contractor will be billed road tax-free. However, in the event that the fuel depot is temporarily closed for any reason and access is unavailable to the municipal fleet, access will also be unavailable to the contractor and contractor shall then be required to make its own arrangements for vehicle fuel at contractor's expense. The Township is not responsible for the quality of the fuel dispensed at the fuel depot and, therefore, if contractor is unsatisfied with the quality of the fuel contractor may, at its sole cost and expense, obtain vehicle fuel from other sources.

7. The two East Brunswick BLS units will be stationed in their respective assignments at all times during the contracted shift. The Township will designate the area that the unit(s) will be stationed. The contracted units MAY respond to mutual aid calls outside of their jurisdiction provided they are responding to provide medical care at EMS related calls, not for hospital transports or backfilling of other jurisdictions. The use of the unit on a mutual aid call will not cancel the response time requirement as stated on Page 20 #10 (Response Time).

8. All ambulances must meet the requirements of all federal, state and local laws, regulations, licenses and standards.

Each unit must be equipped with two-way radio communications equipment capable of communicating with the East Brunswick Township Police Department and each person staffed on the ambulance must have a portable hand held radio with the same capabilities. Radios may only be programmed by the Township radio vendor. The Bidder may purchase the radio equipment from the Township or lease the equipment from the Township.

9. The Township Police Department shall dispatch the Contractor as deemed necessary and appropriate. The Contract Manager, Police Department's Watch Commander or his designee shall determine the need for Emergency Medical Services beyond the normal scheduled hours originally contracted. If a need arises and the Contractor is available, the Contractor may be called to dispatch to calls outside of the normally scheduled times. East Brunswick Township reserves the right to dispatch other Emergency Medical Service vehicles should the Contractor be unable or unwilling to respond to an emergency.

10. Response time: The Township does not cover a vast geographic terrain. Accordingly, for the purposes of this Agreement, response times for the Township of East Brunswick must be less than eight (8) minutes and fifty-nine (59) seconds on no less than 90% of the occasions in five (5) consecutive days that the Contractor is on duty.

11. The Township will require that the successful contractor provide certain reports as described below to the Township. The contractor shall provide all reports to the Contract Manager. Said reports will be generated in an electronic form to the Township; however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law.

The contractor shall provide to the Township a monthly operating report by the 10th day after the end of the month. The report shall be sent to the Township in an electronic format acceptable to the Township. The report shall contain the following information:

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

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

- a. The number of BLS calls for the three (3) month period;
 - b. Number of calls and associated dollar amounts considered uncollectible (if available to the contractor);
 - c. Amount billed and amount received for BLS calls for the three (3) month period, including the payer mix of collections.
12. The contractor shall provide a written report of each complaint of service delivered by the contractor that the contractor receives. Said report shall state name, address, and telephone number of the complaint, nature of complaint, exact status of ambulance and personnel involved on behalf of the contractor. The contractor shall reply to all complaints of service received within one (1) week.
 13. The Contractor shall provide up to 2 (additional) units for standby services (10) ten times per year at no cost to the Township under direction or approval of the Contract Manager, and/or assignee, for sporting events, holiday events or other such events as determined by the Township. The Township will request and scheduled the standby service events 3 days in advance so that the Contractor will be adequately prepared for the additional service.
 14. Term of contract: The Contract term is two (2) years. The Contract will include a renewal clause to provide for a renewal option on the part of Township for not more than 1 (one) additional year.
 15. The Contractor shall submit written proof of licensure with the State of New Jersey.
 16. The Contractor must also handle 3rd party billing for all calls made by them on behalf of the Township.

The successful Contractor shall provide a toll-free long distance telephone number in order to provide responses to patient's questions regarding services rendered and charges billed.

The Contractor agrees not send any unpaid medical bill as a result of the BLS transport to Collections for any Township Resident or to any Township employee who is transported while present in the Township of East Brunswick in the course of his or her employment by the Township.

STATISTICAL INFORMATION

Total East Brunswick EMS calls for the following years (statistics based on police CAD and are approximate):

2012: 4,293 (approximately 2,202 calls between 5:00am-8:00pm Mon-Fri)

2013: 4,347 (approximately 2,269 calls between 5:00am-8:00pm Mon-Fri)

2014 4,342 (approximately 2,171 calls between 5:00am-8:00pm Mon-Fri)

East Brunswick Township square miles: 22.5

Location: Middlesex County, NJ

Estimated population: 47,000