

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

REQUEST FOR QUALIFICATIONS/ PROPOSALS

BASIC LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES

APPOINTMENT FROM SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2020

CONTRACT NO. 18-14

**JAMES P. NOLAN
CHAIRMAN**

**H. JAMES POLOS
EXECUTIVE DIRECTOR**

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

REQUEST FOR QUALIFICATIONS/ PROPOSALS

BASIC LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES

CONTRACT NO. 18-14

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MIDDLESEX COUNTY IMPROVEMENT AUTHORITY PUBLIC NOTICE FOR THE SOLICITATION OF QUALIFICATIONS/PROPOSALS FOR BASIC LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES

CONTRACT NO. 18-14

Notice is hereby given that the Middlesex County Improvement Authority (the "Authority") will be seeking qualifications for the provision of Basic Life Support Ambulance Transportation Services for the Roosevelt Care Center Facilities. The qualifications are being sought as part of a fair and open process being undertaken by the Authority pursuant to N.J.S.A. 19:44A-20.4 et seq.

Responses to provide the services will be received by the Authority at their office, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202 Cranbury, New Jersey 08512 (physical location, South Brunswick, New Jersey), until 10:00 a.m. prevailing time, on Wednesday, June 20, 2018 at which time the responses will be publicly opened and the name of the responder and proposal shall be read aloud.

Standardized submission requirements are available at the offices of the Authority, 101 Interchange Plaza, Cranbury, New Jersey 08512, on or after Wednesday June 6, 2018, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday excluding holidays, and on the Authority's website at <http://www.mciauth.com/publicnotice.html>. Individuals and/or firms obtaining copies from the website are responsible for monitoring the website for the issuance of any addenda.

Qualified responders 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 et seq., (Contract Compliance and Equal Employment Opportunities in Public Contracts); N.J.S.A. 52:25-24.2, Disclosure of Interests; and N.J.S.A. 52:32-44, State Contractor Business Registration Program, all as amended and supplemented.

The Authority reserves the right to reject any and all submissions, to waive any deficiencies and to suspend or abandon this process at any time.

INDIVIDUALS AND/OR FIRMS ARE TO SUBMIT ORIGINAL, AND THREE (3) COPIES OF THEIR RESPONSES AS WELL AS THE ENTIRE COVER TO COVER SUBMITTAL AS A PDF DOCUMENT ON CD AND SHALL TITLE THE SERVICE AS INDICATED ABOVE. "BASIC LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES".

Individuals and/or firms are to submit original, and three (3) copies of their responses and CD containing the PDF document, in a sealed envelope marked on the outside with "BASIC LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES" and directed to the attention of

Kevin McQueeney, Qualified Purchasing Agent, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202 Cranbury, New Jersey 08512 (physical location - South Brunswick, New Jersey) no later than 10:00 a.m. on Wednesday June 20, 2018.

The name of the Proposer, Proposers address, and the date of the Proposal opening shall be plainly marked on the outside of the envelope.

Submissions received at any other location, or after the stated date and time shall be deemed non-responsive and will not be accepted.

Proposals may not be modified after submittal. Proposers may withdraw Proposals at any time prior to the opening of Proposals, by written request to the MCIA Qualified Purchasing Agent received prior to the time designated for Proposal opening. The MCIA will award contracts or reject all Proposals within sixty (60) days unless otherwise agreed by the parties. The MCIA reserves the right to reject any or all proposals, to abandon this process at any time, or to waive any informalities in any Proposal received and to accept the proposals which in its judgement will serve the best interest of the MCIA.

Middlesex County Improvement Authority

James P. Nolan, Chairman

Paul Abbey, Secretary

SECTION 00200

GENERAL CONDITIONS

.1 BACKGROUND INFORMATION

The Middlesex County Improvement Authority (hereinafter also referred to as MCIA, Authority or Owner) is interested in obtaining Basic Life Support Ambulance Transportation Services as described in the Detailed Specifications for Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge (collectively “Roosevelt Care Center”).

This contract consists of furnishing and delivering Basic Life Support Ambulance Transportation Services (hereinafter also referred to as the “Services”) in accordance with the Detailed Specifications attached hereto and made a part hereof. The Services shall be supplied at Roosevelt Care Center.

The specific responsibilities of the Successful Proposer(s) for the Furnishing and Delivering of the Services is specified in detailed in these General Conditions and Detailed Specifications.

Qualifications and proposals are being sought as part of a fair and open process being undertaken by the Authority pursuant to N.J.S.A. 19:44A-20.4 et seq.

It is the intent of the MCIA to award contracts to one or more vendors who meet the minimum qualifications. After qualifying, vendors will be ranked according to price.

.2 RECEIPT AND OPENING OF QUALIFICATIONS

The Middlesex County Improvement Authority invites the submission of qualifications/proposals. Responses will be received at the time and place set forth in the public notice.

Qualifications submitted shall address the following:

Individuals Performing Tasks. The names and roles of the individuals who will perform the tasks, and description of their education and experience.

Past Performance. Documented past performance.

Description of Abilities. Description of ability to provide the Services in a timely manner.

Minimum Threshold Criteria. Submissions shall address the Providers ability to meet the minimum threshold criteria.

The criteria to be implemented in review of the responses shall include the following:

- a) the background, qualifications and experience of the Provider and staff;
- b) the degree of expertise concerning the area at issue;
- c) the Authority's prior experience with the Provider;
- d) the Provider's familiarity with the services and the requirements;
- e) the Provider's capacity to meet the needs of the Services by its own staff;
- f) the Provider's understanding of the scope of the work and objectives; and
- g) the Provider's meeting of the minimum threshold criteria.

.3 SCOPE OF WORK

The furnishing and delivering of the Services (hereinafter also referred to as the "Work") will embrace the furnishing of all labor, materials, equipment, supplies, supervision, administration, scheduling, and all things necessary to supply the Services. A description of the Services is attached as Schedule A.

.4 PREPARATION AND AWARD OF CONTRACT

Individuals/firms shall submit their qualifications by the time and place indicated in the Notice.

Each response shall be delivered to the MCIA with an original and three (3) copies as well as the entire cover to cover submittal as a PDF document on CD in a sealed opaque envelope bearing on the outside the name of the individual/firm Provider, his/her address, and the name of the Services. The Service must be clearly marked with specific reference to the kind of service, for example, "Basic Life Support Ambulance Transportation Services."

If forwarded by mail, the envelope containing the submission must be enclosed in another envelope. The outer mailing envelope shall be addressed to the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). The outer mailing envelope shall be clearly marked with the Service. The Authority shall not be responsible for nor be required to grant relief from non-delivery or late delivery of responses forwarded by mail or third-party messenger/delivery services.

The MCIA reserves the right to waive any informalities and to reject any and all responses. Any response may be withdrawn by properly notarized written request served to the Qualified Purchasing Agent, Middlesex County Improvement Authority prior to the time of opening submissions.

.5 ASSIGNMENT

The Provider shall not assign, transfer, convey or otherwise dispose of the Contract, or its rights, title or interest in or to the Contract or any part thereof without the prior written consent of the

MCIA as evidenced and memorialized in a resolution authorizing such assignment or transfer attached to each copy of the Contract. The Provider shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless with the prior written consent of the MCIA evidenced by and memorialized in a written resolution of consent.

If the Provider assigns, transfers, conveys or otherwise disposes of the Contract in whole or in part or of its right, title or interest therein without the prior written consent of the MCIA or any of the monies to become due under the Contract, to any person, firm, or corporation, then the MCIA may, at its option, revoke the Contract and thereupon the MCIA shall be relieved and discharged from any and all liability and obligations growing out of the Contract; provided that nothing herein contained shall be construed to hinder, prevent or affect the assignment for the benefit of the Providers creditors made pursuant to the statutes of the State of New Jersey.

.6 QUALIFICATION

The MCIA may make such investigations as it deems necessary to determine the ability of the Provider to perform the Services and the Provider shall furnish to the MCIA all information and data for this purpose as the MCIA may request. The MCIA reserves the right to reject any response if the evidence submitted by or investigation of such Provider fails to satisfy the MCIA that such Provider is properly qualified to carry out the obligations of the Contract and to perform the Services.

.7 APPLICABLE LAWS

The Providers attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Services shall apply to the Contract throughout the term of the Services, and they shall be deemed to be included in the Contract the same as though herein written out in full.

.8 AFFIRMATIVE ACTION REQUIREMENTS

Each selected Provider shall be required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

.9 AWARD OF CONTRACT

The MCIA reserves the right to reject any or all responses or to waive any material defect or informality in any response and to suspend or abandon this process at any time or from time to time.

.10 GOVERNING LAW

New Jersey law will govern the interpretation of the General Conditions. Provider consents to venue and jurisdiction in the State of New Jersey.

.11 PARTIAL INVALIDITY

In the event any provision of the General Conditions shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

.12 STATE SALES TAX EXEMPTION

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

.13 LABOR

The Provider shall and will be required to conform to the Labor Law of the State of New Jersey and the various acts Amendatory and Supplemental thereto, as applicable, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the Provider shall not be less than the prevailing wage rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

.14 BUSINESS REGISTRATION

The Provider shall comply with P.L. 2004, c.57, the State Contractor Business Registration Program. Provider shall be registered at the time of submission and shall provide proof of registration no later than at time of qualification.

.15 SELECTION PROCESS

The qualification criteria is set forth in Section .2. The responses will be reviewed by a committee. The committee will recommend to the Board of the Authority qualification of vendor(s) and award

of contract(s). The Board thereafter may adopt resolutions accepting the recommendations of the committee. Vendor(s) awarded contracts by the Authority may be required to sign contracts in a form directed by the Authority. Vendor(s) may also be required to provide the Authority with proof of insurance with coverages required by the Authority.

.16 RECORD RETENTION

Vendors awarded contracts will be required to maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey State Comptroller upon request.

.17 TERM OF CONTRACT

The contract shall have a term commencing September 1, 2018 and terminating August 31, 2020. In the event the Authority shall no longer operate one or both Roosevelt Care Center facilities, the contract shall be terminated with respect to such facility.

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

The Contractor and the Middlesex County Improvement Authority (“MCIA”) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the MCIA 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 MCIA in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the MCIA, 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 MCIA grievance procedure, the Contractor agrees to abide by any decision of the MCIA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the MCIA or if the MCIA 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 MCIA 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 MCIA or any of its agents, servants, and employees, the MCIA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the MCIA or its representatives.

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

It is further agreed and understood that the MCIA 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 Contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractors obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the MCIA from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

FORM 1

AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS/EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this 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, 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 non-discrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. 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 Public Agency Compliance 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;
- d. 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.
- e. 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.

- f. 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;
- 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 Federal law and applicable Federal court decisions;
- h. 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Divisions website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

FORM 2

CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS OR PARTNERS

ALL CORPORATE, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP OR PARTNERSHIP VENDORS MUST COMPLETE THIS FORM IN ACCORDANCE WITH N.J.S.A. 52:25-24.2.

List all shareholders, members, limited partners or partners with ten (10%) percent or more of the stock or interest in said corporation, limited liability company, limited liability partnership or partnership (all corporate partners or shareholders owning ten (10%) percent or more of the stock must disclose their holdings). If any entity owns 10% or more of the vendor, disclosure of the ownership interest must continue until the interest is less than 10%.

Shareholder/Partner/Member	Interest	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no stockholder, member, limited partner or partner owns ten percent (10%) or more of the stock or interest in the entity _____.

List all directors and officers of the entity.

Name	Address	Title (list all positions held)
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information given above is true and correct as of _____.
(Date of Submission)

I am aware that if any of the foregoing statements made by me above is willfully false, I am subject to punishment.

(Partner or Corporate (Title) Officer to sign)

NOTICE: If there are any questions concerning this form or its completion, refer to N.J.S.A. 52:25-24.2. Attach additional sheets if necessary.

FORM 3

NON-COLLUSION AFFIDAVIT

CONTRACT NO. 18-14

STATE OF _____ :
SS:
COUNTY OF _____ :

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

I am _____ of the firm of _____, the proposer making the submission, and that I executed the said submission with full authority to do so; that said proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive competition in connection with the submission; and that all statements contained in said submission and in this Affidavit are true, correct, and made with full knowledge that the Authority relies upon the truth of the statements contained in said submission and in the statements contained in the Affidavit in awarding the Contract for the said submission.

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 bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Proposer)

(Name of Proposer)

By _____

Subscribed and Sworn
to before me this _____
_____ day of _____ 20____

(Type or print name of affiant)

Notary Public of _____ Commission Expires _____

FORM 4

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

P. L. 2004, c.57, Business Registration of Contractors with Government Agencies requires all business organizations that do business with a local contracting agency (i.e., Middlesex County Improvement Authority) to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, at the time of submission of the proposal and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. The law provides that: Business organizations must be registered with the State of New Jersey Department of the Treasury at the time of submission of a proposal. A copy of the Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, must be provided prior to award of a contract. This law covers construction as well as non-construction submissions. Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

ATTACH A COPY OF YOUR BUSINESS REGISTRATION CERTIFICATE.

(The Business Registration Certificate issued by the State of New Jersey Department of the Treasury is the only acceptable form of submission.)

FORM 5
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
CONTRACT NO. 18-14

Proposer's Name:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

___ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for energy sector of Iran, **AND**

___ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Proposer

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date

Proposer Contact Name _____ Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Middlesex County Improvement Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCIA to notify the MCIA in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the MCIA and that the MCIA at its option may declare any contracts(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature:

Title _____ Date:

VENDOR INFORMATION SHEET

CONTRACT NO. 18-14

Vendor Name:

Vendor Address:

Vendor Contact Person:

Vendor Telephone Number:

Vendor e-mail Address:

FORM 6

**PROPOSAL
CONTRACT NO. 18-14**

Submitters Name: _____

Item No. 1.

Wheelchair load fee of \$ _____ per one-way trip

Item No. 2.

Stretcher load fee of \$ _____ per one-way trip

Item No. 3.

Per mile fee of \$ _____ for each mile for
wheelchair trips

Item No. 4.

Per mile fee of \$ _____ for each mile for
stretcher trips

PROPOSER MUST PLACE A PROPOSAL ON ALL ITEMS 1-4 IN ORDER TO BE DEEMED RESPONSIVE.

IF PROPOSER IS DISCOUNTING FROM MEDICARE RATES, ALL DISCOUNTING MUST BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, RULES AND REGULATIONS AND MUST TAKE INTO CONSIDERATION ANY OIG GUIDELINES.

NO PRIOR PROCUREMENT PROCESSES OF THE AUTHORITY ARE TO BE DEEMED A DETERMINATION OF ANY ACCEPTABLE LEVEL OF DISCOUNTING BY THE AUTHORITY. IT IS PROPOSER'S RESPONSIBILITY TO REVIEW ITS COSTS AND THE GUIDELINES TO CONFIRM THAT THE PROPOSAL MEETS ALL LEGAL REQUIREMENTS FOR THE TERM OF THE CONTRACT. IF THE PROPOSER IS AWARDED THE CONTRACT AND IS NOT ABLE TO MAINTAIN THE RATES DUE TO INCORRECT PROPOSED CALCULATIONS THIS WILL BE DEEMED A DEFAULT BY PROPOSER AND THE CONTRACT WILL BE TERMINATED.

THERE IS NO GUARANTEE OF ANY QUANTITY OF SERVICE THAT WILL BE GRANTED TO CONTRACTOR.

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

CHECKLIST

CONTRACT NO. 18-14

PROFESSIONAL SERVICE TITLE: Basic Life Support Ambulance Transportation Services

Please fill in the appropriate title in the space above.

SUBMISSION DATE: WEDNESDAY, JUNE 20, 2018 AT 10:00 A.M.

The following items shall be provided with the receipt of sealed submission:

Qualifications Submission..... X

(Please describe individual's/firm's qualifications)

Reminder:

Please submit one (1) original and three (3) additional sets of the sealed submission as well as a PDF cover to cover submittal on CD.

Affirmative Action Requirements - Form 1..... X

Certification of Stockholders, Members, Officers or Partners - Form 2..... X

Non-Collusion Affidavit - Form 3..... X

Copy of your Business Registration Certificate as issued by the State of New Jersey,

Department of Treasury, Division of Revenue - Form 4..... X
(May be submitted with submission but must be provided prior to contract award.)

Disclosure of Investment Activities in Iran - Form 5..... X

Proposal - Form 6 X

Schedule A

1.0 DESCRIPTION OF SERVICES

Contractor shall be required to provide Basic Life Support (“BLS”) Ambulance Transportation Services and Mobility Assistance Vehicle Services for the Roosevelt Care Center Facilities.

Contractor shall perform such services, except in the following instances:

- Upon specific request of a patient or patient’s physician to utilize the services of another ambulance company;
- When RCC requires the use of multiple ambulances, beyond the capacity of Contractor;
- Emergency situations;
- For Medicaid residents.

Upon receipt and acceptance of RCC’s request for BLS Ambulance Service, the Contractor shall be responsible for providing BLS Basic Life Support Ambulance Transportation Services as defined in N.J.A.C. 8:40-1.1 et seq. (the “Regulations”). The Contractor shall provide two emergency medical technicians to accompany the resident during the transfer who shall be certified, at a minimum as EMT-Ds by the New Jersey State Department of Health and Senior Services and shall be responsible for providing basic life support within the limits of their certification.

The Contractor will provide safe, clean, licensed vehicles in a timely manner. Each vehicle will display current vehicle license in the rear right window and will comply with all applicable federal and state laws, regulations and licensure standards. Contractor shall provide all equipment necessary to provide the Services. All vehicles shall have cameras and Contractor shall have a system in place to locate vehicles.

The Contractor shall require its field staff members to wear uniforms with company identification and conduct themselves in a professional manner at all times. All staff members shall be trained and licensed to perform services required pursuant to this contract. It shall be the responsibility of the Contractor to ensure that all personnel employed by the Contractor and involved in the scope of the Contract shall have all necessary local, state and federal certifications and any other educational requirements or certifications necessary to perform their specific duties. Wheelchair van drivers must be trained to administer O2.

The Contractor understands that its employees may have occupational exposure to blood and other potentially infectious materials at RCC. The Contractor shall prepare policies and procedures and training to protect its employees to the extent reasonably possible and shall provide vaccinations for its employees at the Contractor’s cost. Contractor and its employees, staff and agents shall comply with all of RCC’s policies and procedures.

All incidents, including accidents, unusual delays in service or injury to a resident, RCC personnel or attendants, shall be reported by the Contractor in writing to RCC immediately.

Contractor shall not subcontract any or all of the Services without the consent of the MCIA.

The Contractor will maintain a trip report prepared by the crew for all transports of RCC residents. With required authorization of the resident, the Contractor will provide RCC with a copy of such trip reports whether the origin or destination is RCC. On or before the tenth (10th) day of each month, the Contractor shall provide in writing to RCC all statistical data reports which identify transportation service information including, but not limited to, reports such as time and date of service, name of resident, mileage verification, driver and technician identity, point of pick up and destination, and all other necessary documentation specified by local, state and federal statutes.

Response Standards: The Contractor assures the arrival of the vehicle and personnel, equipment and supplies at the time specified by RCC for the transport, subject to the response standards contained herein, and with due regard for driving conditions, the safety of the resident, the Contractor's personnel and to the general public.

- In cases of true emergencies (when the resident's medical condition, evaluated objectively, is so severe that a transport delay of greater than thirty (30) minutes would seriously and materially endanger the resident's health), Contractor will arrive at RCC as soon as possible. In the event of an emergency response delay, the Contractor will inform RCC immediately. If the response delay cannot be overcome in a reasonable amount of time given the resident's condition and the resultant need for expedient transport, then RCC shall make its own alternative transport arrangements.
- In cases of unscheduled, non-emergency BLS transports (less than sixty (60) minutes notice), a response time of sixty (60) minutes or less is acceptable.
- In routine cases where the Contractor has been scheduled for a BLS transport with more than one (1) hours' notice but less than twenty-four (24) hours' notice, the Contractor's ambulance and crew shall arrive on-time.
- In all cases where the Contractor has been scheduled for a BLS transport more than twenty-four (24) hours in advance, the Contractor's ambulance and crew shall arrive at RCC at the previously scheduled pick up time.
- The Contractor will make all reasonable efforts to notify appropriate parties (i.e., social services, nursing, testing centers, other healthcare facilities and families) in those circumstances when the Contractor is unable to meet the time performance standards as set forth herein due to adverse weather, declared disasters or other circumstances beyond the control of Contractor.

The Contractor will invoice RCC for those transportation services for which RCC bears financial responsibility, within thirty (30) days of the date that the Contractor has exhausted all alternative billing avenues including but not limited to, legally pursuing residents or their financially responsible parties, and it is determined that RCC bears the financial responsibility for such transport(s). The Contractor will provide RCC with copies of all communications and correspondence related to efforts to collect from alternative billing measures when submitting bills for which RCC bears responsibility. This type of billing should be on a separate invoice.

Invoices will be generated separately for Roosevelt Care Center at Edison and for Roosevelt Care Center at Old Bridge. The invoices will contain, at a minimum, the names of the resident served, the dates of service, the mileage and the gross amount due. Additionally, a Medicare/Medicaid/private insurance billing history, pursuant to the consolidated PPS billing requirements of the Centers for Medicare and Medicaid Services ("CMS") will be provided. RCC shall notify Contractor if it does not believe RCC is responsible for the costs. The parties shall negotiate in good faith any dispute. Payment for bills accepted by the MCI shall be paid in accordance with the

MCIA's standard payment procedures. Payment for all other bills shall not exceed the billing rates permitted by applicable regulations. Bidder shall provide a quarterly report of all unpaid invoices.

For the purposes of these specifications, a trip shall be defined as transportation originating from a place of origin and terminating at a destination that is a different location than the place of origin. For example, transportation from RCC to another facility and back to RCC is equal to two (2) trips.

For the purposes of the proposal, Proposers will be asked to provide on the Proposal Documents page the charges for the Services for which RCC is responsible.

The Contractor shall only be reimbursed for the charges on the bid proposal sheet and shall not seek reimbursement for any other service or accommodation, including but not limited to, standby time, waiting time, or any trip or mileage fees other than those described and allowed herein. The rates shall be in compliance with Medicare and Medicaid regulations.

The successful Contractor shall provide these services on an as-needed, per-call basis to RCC.

In situations requiring immediate, emergency transportation services, RCC shall utilize the Emergency 9-1-1 Dispatch System. Therefore, 9-1-1 services shall not be included in this contract.

All Basic Life Support Ambulance Transportation Services as herein described shall be available on a twenty-four (24) hours per day, seven (7) days per week basis, including all holidays.

No subcontracting of services is permitted without the consent of the MCIA. Bidder must provide all services.

In the event a transport arrives at RCC and is cancelled without prior notice to the Contractor, the Contractor may bill RCC \$25.00 as a cancellation fee.

If Contractor makes a determination that stretcher transport is not within Medicare guidelines, Contractor is required to notify the respective Administrator and Director of Accounts prior to the next transport or Contractor will be responsible for any additional costs to RCC.

2.0 RECORDS RETENTION

Contractor agrees to maintain all records pertaining to the Contract for a period of six (6) years following the last year of service and to make such records, both operational and function, available to the Authority or representatives of any local, state, or federal agency upon request therefor, and all subcontractors, if authorized herein, shall be required to do likewise.

When applicable, Contractor agrees to abide by Section 1395x(v)(1)(I)(1) of Title 42 of the United States Code with respect to any services provided by Contractor under this contract the cost or value of which is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period. Contractor agrees to maintain a copy of this contract and such books, documents or records as are necessary to certify the nature and extent of the costs of the services for four (4) years after the expiration of the Contract. Contractor agrees to make such books, documents or records available upon request to the Secretary of the United States Department of Health and Human Services, the

Comptroller General of the United States General Accounting Office or from any of their duly authorized representatives.

Contractor further agrees that in the event Contractor carries out any of its duties under this contract through a subcontract, if such subcontract is permitted hereunder, with the value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting office or any of their duly authorized representatives, the subcontract and such books, documents and records as are necessary to certify the nature and extent of such costs.

Contractor shall maintain all records pertaining to payments for the provision of goods and services for a period of five (5) years from final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

3.0 COMPLIANCE WITH APPLICABLE MEDICARE AND MEDICAID RULES AND REGULATIONS AND LOCAL PUBLIC CONTRACTS LAW

Contractor certifies that contractor's price proposed complies with all applicable laws and regulations. Contractor certifies that it has performed such analysis as is necessary to confirm that the price proposed at a minimum exceeds its cost to provide the Services. Contractor recognizes that this certification is a substantial inducement for the Authority. In the event Contractor's pricing shall be found to violate any law or regulation, Contractor shall be responsible for any and all loss or damage to the Authority and shall hold harmless, indemnify and defend the Authority for any fine, penalty or loss suffered by the Authority.

4.0 PROVIDER QUALIFICATIONS

1. The provider's corporate entity must have at least ten (10) years' experience in medical transport.
2. The provider must be certified as a CMS Medicare and Medicaid provider.
3. The provider must be able to provide on-call transportation service in state licensed and inspected vehicles. (As per NJAC 8:40).
4. The provider must have equipment and appropriately licensed personnel available 24 hours a day, seven days a week, including weekends and holidays.
5. The provider must be approved for transport under the Medicaid program of the State of New Jersey and be part of the Logisticare Network.
6. The Provider must be a licensed SCT Provider.
7. Provider must have experience with two similar sized facilities.

Please note. All proposers may be interviewed and their file at the NJDHSS may be reviewed prior to any award.

5.0 REGULATORY COMPLIANCE

Medicare

All proposals must comply with the OIG Compliance Program Guidance for Ambulance Suppliers.

In accordance with the above referenced guidance and in compliance with the Federal Anti-Kickback Statute, 42 U.S.C.§§. 1320a-7b and 1320a-7(b), all proposed rates must reflect fair market value not taking into account the volume or value of existing or potential referrals. All proposers should carefully and accurately determine fair market value.

HIPPA

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191 (HIPPA), the U.S. Department of Health and Human Services (HHS) has promulgated final regulations relating to the privacy of individually identifiable health information at 45 CFR 160 and 164. Contractor understands that its relationship with Facility may be that of a “business associate” as defined in those regulations and that Contractor may have access to individually identifiable resident health information provided by or through Facility. The parties will enter into a business associate agreement in form(s) deemed appropriate by MCI to comply with the requirements of the regulations addressing the privacy and security of individually identifiable patient health information. Until such time, Contractor agrees that any individually identifiable health information disclosed to Contractor by or through Facility will be treated by Contractor as confidential information under this Agreement, in accordance with Facility’s confidentiality policies and procedures and as such may be required by existing state or federal laws or regulations, without any requirement that such individually identifiable health information be specifically identified as confidential.

6.0 ESTIMATE OF WORKLOAD

The Authority does not and will not warrant or guarantee the amount of workload to be supplied/required in any given day, week, month or year or in the aggregate pursuant to any contractual agreement awarded. Nothing guarantees or warrants any amount of workload.

7.0 PROPOSAL INFORMATION

The following items must be included with your proposal. Failure to include, or falsification of, any items may cause the bid to be deemed incomplete and removed from consideration.

Items to be included with Proposal:

1. Provide a copy of your Medicare and Medicaid Licenses and provider numbers.
2. A list of all equipment, make, model, year and license number, of all coaches and ALS and BLS ambulances to be used in the performance of this contract. Indicate which vehicles have bariatric equipment.
3. Provide a list of all current personnel who will be involved in providing services and their level of certification. Identify personnel with O2 training.
4. Provide a list of any and all violations under NJAC 8:40, et seq., investigations and/or actions under which you have been cited, investigated and/or fined in the last three (3) years.
5. Provide vehicle maintenance care plan.
6. Provide record keeping policy, accident and injury policies.
7. Provide detailed description indicating ability to service both facilities.