

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"City" -refers to the City of Englewood.

"Due Date" -refers to the date and time by which Proposals must be received by the City in order to be considered for award of the contract or position,

"Proposal Statement" -refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" -refers to those Respondents who (in the sole judgment of the City) have satisfied the qualification criteria set forth in this RFP.

"RFP" -refers to this Request for Proposal, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" -refers to the interested firm(s) that submits a Proposal Statement.

Section 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The City has the need for emergency medical services in the City of Englewood. The City is soliciting Proposal Statements from interested persons and/or firms for the provision of services, as more particularly described herein. Through a Request for Proposal process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Proposal Statement in accordance with the procedure and schedule in this RFP. The City will review Proposal Statements only from those firms that submit a Proposal Statement which includes all the information required to be included as described herein (in the sole judgment of the City) which (a) provide the greatest benefit to the taxpayers of the City and (b) will agree to work under the compensation terms and conditions determined by the City. The City will consider Proposal Statements only from individuals, firms or organizations that have demonstrated the capability and willingness to provide high quality EMS services as required by the City.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20A et seq. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal Statement in response to the RFP. Proposal Statements will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each Proposal Statement received.

Proposal Statements will be reviewed and evaluated by the City and its legal and/or financial advisors (collectively, the "Review Team"). The Proposal Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Under no circumstances will a member of the review team review responses to an RFP for a job which they or their firm submitted a response. Based upon the totality of the information contained in the Proposal Statement including information about the reputation and experience of each Respondent, the City will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the City) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the City

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The City reserves the rights to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Clerk upon receipt of this RFP.

All communications concerning this RFP or the RFP process shall be directed to the City's Designated Contact Person, in writing.

Designated Contact Person:

City of Englewood
Timothy J. Dacey, City Manager
2-10 North Van Brunt Street
Englewood, NJ 07631

Proposals must be submitted to, and be received by the City Manager's Office, via mail or hand delivery, by 12:00 p.m. Prevailing Time on December 6, 2016. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

	<u>ACTIVITY</u>	DATE
1	Issuance of Request for Proposals	
2	Receipt of Proposal Statements	
3	Opening of Proposals	
4	City Team Analysis of Proposals	

Designation of Qualified Respondents anticipated Dates for items marked with an "*" , are approximate and subject to change based upon the needs of the City.

Section 1.3. Conditions of Applicable to RFP.

Upon submission of a Proposal Statement in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal Statement:

- This document is an RFP.
- This RFP does not commit the City to issue a contract.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any and all Respondent that submits incomplete responses to this RFP, or a Proposal Statement that is not responsive to the requirements of this REP.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposal Statements shall become the property of the City and will not be returned.
- All Proposal Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request additional information from Respondents, including requiring Respondents to send representatives to the City for interviews.
- Any and all Proposal Statements not received by the City by the Due Date will be rejected.
- Neither the City, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal Statement or for participating in this procurement process.

Section 1.4. Rights of City.

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5. Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be provided by the City to all respondents who have provided the City with their contact information, and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the submission due date.

1.6. Cost of Proposal Preparation.

Each Proposal Statement and all information required to be submitted pursuant to the REP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its staff or consultants for reimbursement for the payment of

costs or expenses incurred in the preparation of the Proposal Statement or other information required by the RFP.

1.7. Proposal Format.

Responses should cover all information requested in the Questions to be answered in this RFP.

Responses which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES AND FEES

It is the intention of the City to solicit proposal statements for respondents to provide emergency medical basic life support ambulance services (collectively "EMS") with the City of Englewood on the following schedule: Monday through Friday 6:00AM to 6:00PM, Saturday 6:00AM to 6:00AM (Sunday), Sunday 6:00AM to 6:00AM (Monday). Englewood Volunteer Ambulance Corps will provide services during the other periods. Successful bidder will provide back-up coverage during these periods and will provide coverage whenever EVAC cannot provide coverage. The successful Bidder will provide EMS services that are at least equal to, or better than, the EMS that have been provide by Englewood Hospital for the last four years.

All EMS personnel providing services to the City of Englewood shall be required to have at least all of the training and/or certifications required by the New Jersey Department of Health and any other applicable authorities to work in the field, including, but not limited to:

- New Jersey EMT Certification
- CPR/AED Training Certification
- Training/Certification with regard to weapons of Mass Destruction
- HAZMAT Awareness Training Certification
- Incident Command System (ICS) Training including 100, 200 and 700

– Blood Borne Pathogens Training/Certification

The Successful Bidder agrees to provide EMS and NJ OEMS Licensed Ambulances as needed to satisfy demands of the City, but at a minimum at least two (2) fully equipped NJ OEMS Licensed Ambulances and a minimum of four (4) NJ Certified Emergency Medical Technicians to operate it effectively for the use in providing EMS to the City of Englewood. Successful Bidder shall maintain its Ambulances and equipment in good working order and all Ambulances shall contain a full array of EMS equipment and supplies needed to provide state-of-the-art EMS to the City of Englewood. The two (2) ambulances are to be stationed in the City of Englewood during the time period that coverage is provided.

The Successful Bidder must identify one (1) individual in its employ to serve as the point of contact for the City in all matters related to the provisions of the contract. This individual shall be readily available at all times during normal business hours, and this contact person will provide sufficient contact information for after-hours contact.

The Successful Bidder will have proven familiarity with the City of Englewood and its surrounding municipalities.

The Successful Bidder shall have access and availability to MICCOM regional dispatch and the Englewood Police dispatch center.

The Successful Bidder agrees to comply with all City of Englewood Mutual Aid procedures.

The Successful Bidder agrees that its EMS personnel will provide assistance to the City's Police, Fire and OEM Departments when necessary including extended term stand-by at fire scenes and other significant emergency events.

The Successful Bidder is required to insure all of its own property and to indemnify and hold the city harmless for any loss, suit or proceeding arising out of Bidder's performance under the terms of its agreement with the City. The City of Englewood will NOT provide any insurance on the Successful Bidder's property.

All submissions must include complete responses to the following:

1. Confirm the vehicle(s) and emergency response equipment, and Emergency Medical Technicians ("EMT's") staffing to be provided.
2. Identify the qualifications, certifications and experience of the EMT's.
3. Identify access, availability and experience with MICCOM regional dispatch and ability to communicate with Englewood Police dispatch.
4. Identify experience providing Ambulance services.

5. Identify ability to provide mutual aid services to surrounding municipalities.
6. Identify Basic Life Support services that will be provided.
7. Identify how the services will be provided (e.g., patrol, stationary).
8. Identify Ambulance vehicle(s) to be used (e.g., make, model, year, equipment).
9. Identify any annual reimbursement or fee to be charged to the City of Englewood under this contract.
10. Provide any other relevant information not elsewhere noted.

SECTION 3

SUBMISSION REQUIREMENTS

Section 3.1 General Requirements.

The Proposal Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it believes may be useful in evaluating its Proposal Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Section 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Proposal Statement, provide the following information:

1. A summary page containing information requested in this Proposal Statement.
2. An executed Proposal Letter.
3. Name, address and telephone number of the firm or firms submitting the proposal statement pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.

- (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal Statement. For purposes of this RFP, "Principals" means person(s) possessing an ownership, interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and described the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal Statement. Describe the approval process.
 - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
5. An executed Letter of Intent.
 6. The number of years your organization has been in business under the present name.
 7. The number of years the business organization has been under the current management.
 8. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
 9. Any judgments within the last three years in which Respondent has been adjudicated liable. If yes, please explain.
 10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
 11. Confirm appropriate Federal and State licenses to perform activities.

Section 3.3 Professional Information Requirement.

a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP.

1. Description and scope of work by Respondent.
 2. Name, address, and contact information of references.
 3. Explanation of perceived relevance of the experience to the RFP.
- b. Describe the services that Respondent would perform directly.
 - c. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
 - d. Does the Respondent normally employ union or nonunion employees?
 - e. Resumes of key employees.
 - f. A narrative statement of the Respondent understands of the City's needs and goals.
 - g. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of marriage.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Proposal Statements.

Respondents must submit an original and five (5) copies of their Proposal Statement to the Designated Contact Person:

Timothy J. Dacey, City Manager
City of Englewood
2-10 North Van Brunt Street
Englewood, NJ 07631

Proposal Statements must be received by the City Manager's office no later than 12:00 p.m. (prevailing time) on December 6, 2016, and must be mailed or hand delivered. Proposal Statements forwarded by facsimile or e-mail WILL NOT be accepted.

To be responsive, Proposal Statements must provide all requested information and must be in strict conformance with the instructions set forth herein. Proposal Statements and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The City's objective in soliciting Proposal Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of Englewood. The City will consider Proposals only from firms or organizations that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the City and the subject matter addressed under the contract;
3. The lowest cost in relation to the other factors; and
4. Other factors demonstrated to be in the best interest of the City.

SECTION 6

ADDITIONAL PROVISIONS

A. The successful bidder shall provide a basic level of pre-hospital care that includes patient stabilization, airway clearing and maintenance, cardiopulmonary resuscitation, hemorrhage control, initial wound care, fracture stabilization, victim extrication and other techniques and procedures, all in accordance with the definition set forth in N.J.A.C. 8:41-1.3, as that regulation may be amended from time to time, in accordance with all applicable State, Federal and local laws, including but not limited to all applicable regulations promulgated by the NJDHSS, the New Jersey Division of Medical Assistance and Health Services ("DMAHS"), and the Center for Medicare and Medicaid Services, commonly referred to as CMS.

B. All personnel involved in the rendering of the successful bidder's BLS services shall meet the requirements of an "Emergency Medical Technician -Basic" as set forth in N.J.A.C. 8:41-1.3 and shall be capable of providing emergency medical help to transport patients, in accordance with all such training and any applicable certification.

C. All of the successful bidder's vehicles that are used in connection with this Agreement shall be appropriately licensed and meet all other applicable requirements, including but not necessarily limited to certification, if applicable, by all applicable governmental authorities, including but not necessarily limited to NJDHSS, DMAHS and CMS.

D. The City only shall deem the successful bidder as a Qualified BLS Transportation Provider within the City pursuant to the conditions as set forth above.

E. The successful bidder shall be responsible for procurement, staffing and maintaining and operation of its basic life support emergency medical service that is licensed by the State of New Jersey and operated within all applicable statutes and regulations.

F. The successful bidder shall be responsible for maintenance of all patient care records for responses where the successful bidder is the primary provider.

G. The successful bidder shall be responsible for the development and maintenance of all contracts and agreements with applicable agencies and organizations in the interest of patient care.

H. The successful bidder shall be responsible for responding to all requests for emergency medical services by the City when called on Monday through Friday between 6:00 A.M. and 6:00 P.M; on Saturday between the hours of 6:00AM – 6:00AM (Sunday) and on Sunday from 6:00AM – 6:00AM (Monday). That response shall be expeditious and in no event, less than six (6) minutes from receiving the request for services.

I. The successful bidder shall endeavor and shall utilize best efforts to enter into separate cost-sharing arrangements with hospitals for any applicable paramedic (Mobile Intensive Care Unit "MICU") or Advance Life Support ("ALS") services. The City will not be obliged to be a party to these agreements.

BILLING AND COMPENSATION

The successful bidder shall be solely responsible for billing and collecting payment from individuals from whom BLS services are rendered in connection with this Agreement. The City shall not be responsible for any fees or direct costs for the provision of services for non-residents or residents from the successful bidder.

Pursuant to applicable statutes, regulations, and contracts, the successful bidder will invoice medical insurance providers for services provided. The successful bidder will make reasonable accommodations for indigent parties.

No person will be denied services based upon the ability or inability to pay.

If, upon arrival at any request for service, the patient Refuses Medical Assistance (RMA) then there shall be no charges, either directly to the patient or through a third-party provider, initiated by the successful bidder. Similarly, if after being dispatched the request

is cancel by the Englewood Dispatch Center, then no charges shall be made to the City or to any patient.

The successful bidder shall provide a monthly invoice to the City describing the services provided during the previous month to Englewood residents as outlined above and the City shall make reasonable effort to pay that invoice within sixty (60) days from receipt thereof.

INSURANCE

At its sole cost and expense, the successful bidder shall provide, keep and maintain, throughout the term of this Agreement, professional liability insurance, automobile liability insurance and comprehensive general liability insurance, as required by laws. Upon request, the successful bidder shall provide City with a certificate of insurance reflecting that the insurance requirements of this Agreement are in effect upon execution of this Agreement and thereafter within 15 days of each anniversary of the execution of this Agreement, and upon City's request.

INDEMNIFICATION

City agrees to indemnify and hold harmless the successful bidder, including its officers, directors, employees and agents, from any and all claims arising out of and/or relating to the acts or omissions of City relating to the subject matter of this Agreement and shall indemnify and hold the successful bidder harmless against all costs, counsel fees, expenses, and liabilities incurred in connection with any such action or proceeding brought against the successful bidder by reason of any of the aforesaid claims and damages. For purposes of claims brought against the successful bidder, this Section VII shall survive the termination of this Agreement.

The successful bidder agrees to indemnify and hold harmless the City, including its officers, directors, employees and agents, from any and all claims arising out of and/or relating to the acts or omissions of the successful bidder with respect to the provision of BLS services under this Agreement and shall indemnify and hold City harmless against all costs, counsel fees, expenses, and liabilities incurred in connection with any such action or proceeding brought against City by reason of any of the aforesaid claims and damages. For purposes of claims brought against City, this indemnification shall survive the termination of this Agreement.

HIPAA -PROTECTED HEALTH INFORMATION

Both Parties acknowledge that they meet the definition of a "business associate" set forth in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), and this Agreement is subject to the requirements for

business associate contracts with health care providers which involve the use of individually identifiable health information (Protected Health Information or "PHI"). Both Parties may use or disclose PHI to properly provide, manage and administer the services required under this Agreement and, consistent with applicable laws, to assist both Parties in its operations and may not use or disclose PHI for any other purpose.

MISCELLANEOUS

Record Keeping. The successful bidder shall be responsible for maintaining written records regarding the provision of emergency medical services under this Agreement, pursuant to all applicable statutes, regulations, and standards. Furthermore, such records shall include the time/date a request is received, the time the BLS Unit arrived on scene, the time the BLS Unit left the scene, and, where applicable, the time the BLS Unit arrived at a hospital and then cleared from that request for service. Those records shall be made available to the City upon request.

CONTRACT

It is the intent of the City to award a three-year contract effective January 1, 2017 to the successful bidder with the opportunity to extend the said contract for three additional years at the discretion of the City.