

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 6, 2022

NUMBER 480-2022

TITLE:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR EMERGENCY MEDICAL SERVICES IN THE CITY OF ORANGE TOWNSHIP WITH UNIVERSITY HOSPITAL FOR THREE (3) YEARS COMMENCING JANUARY 1, 2023, THROUGH DECEMBER 31, 2025, AT NO COST TO THE CITY OF ORANGE TOWNSHIP

WHEREAS, the City of Orange Township has a perpetual need for emergency medical services in the form of emergency medical transportation services to be available to its residents; and

WHEREAS, the providing of emergency medical services is a service that, pursuant N.J.S.A. 40A:11-2, must be subject to the public bidding process; and

WHEREAS, pursuant to N.J.S.A. 40A:11-2, professional services is defined as services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor; and

WHEREAS, the providing of emergency medical service does not fall under the purview of the exception to public bidding as outlined in N.J.S.A. 40A:11-5; and

WHEREAS, pursuant to N.J.S.A. 40A:11-23, the City of Orange Township did properly advertise for bids for emergency medical services; and

WHEREAS, three (e) sealed bids were received from RWJ Barnabas/EMS Health, NJ Mobile HealthCare and University Hospital; and

WHEREAS, the respective bidders presented bids under Option One in the following amounts:

Bidder	Option #1 Total Cost 1st Year	Option #1 Total Cost 2nd Year	Option #1 Total Cost 3rd Year	Total Amount for 3 Years
University Hospital	\$0.00	\$0.00	\$0.00	\$0.00
NJ Mobile HealthCare	\$2,471,266.43	\$2,594,829.75	\$2,724,571.24	\$7,790,667.41

Gracia R. Montoya
A. P. ...

WHEREAS, the respective bidders presented bids under Option Two in the following amounts:

Bidder	Option #1 Total Cost 1st Year	Option #1 Total Cost 2nd Year	Option #1 Total Cost 3rd Year	Total Amount for 3 Years
RWJ Barnabas/EMS Health	\$601,951.00	\$632,048.55	\$663,650.98	\$1,897,651.00

WHEREAS, the City of Orange Township deems it imperative to have a company under contract for the providing of emergency medical services so that the public health, safety and welfare of the community is continuously protected; and

WHEREAS, the City of Orange Township has determined that University Hospital, is the lowest responsible bidder; and

WHEREAS, the City of Orange Township will not incur any costs for the emergency medical services provided by University Hospital based on the attached schedule of charges.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township does hereby approve and authorize the entering into a contract under Option One of the bid proposal with University Hospital to provide emergency medical services over a three (3) year period to the City of Orange Township for the care and transport of citizens to local area hospitals for the contract period running from January 1, 2023, to December 31, 2025, at no cost to the City of Orange Township.

Adopted: December 6, 2022

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Agreement

1. The City retains Services of University Hospital (“Contractor”) to provide Emergency Medical Services for the City of Orange Township, (the “City”) subject to the terms and conditions set forth in the bid specifications which is incorporated herein and made a part hereof this Agreement shall commence on January 1, 2023 and expire on December 31, 2025.

Scope of Services

2. The Scope of the services to be provided shall be inclusive of the services described in the proposal and with the City’s specifications for this particular service.

Contractor shall comply with the terms and conditions of Option One of the bid proposal, *Three (3) Year cost with Two (2) type III emergency ambulance (herein referred to as “primary”) for twenty-four (24) hour period.*

Transportation Obligations

3. The Contractor agrees that all requirements set forth in the City’s bid specifications relative to the issue of transportation of patients shall be strictly complied with including the contractor’s obligation to transport patients to the closest medical facility unless a specialized need is identified or preference indicated.

Personnel

4. The Contractor agrees that all provisions relative to the issues of Personnel performance, conduct, background investigations, disclosure, identification, appearance and other relevant personnel will be strictly adhered and complied with in total.

Legal

5. The parties agree that all legal remedies of the Bid Specifications shall be construed as governing with respect to the agreement. Inclusive in those remedies is the City’s absolute right to declare the contract as breached and terminate same pursuant to the notice provisions provided in the specifications if the contractor violates any provisions set forth in the contract.

Specifications Not Referenced

6. The parties agree that despite the lack of reference in this Contractor to any specific provision or subject matter contained in the bid specifications that all those mentioned in such specifications are in fact requirements and conditions upon which this contract is offered for execution and as such the Contractor has a strict obligation to comply with all the provisions contained in the specifications upon which their bid was submitted.

7. The Contractor will transport patients to the medical facility requested unless it is determined that it is in the best medical interest of the patient to have them transported to the

nearest medical facility or no specific request is made. The facility requested must be within a reasonable distance from point of transport.

8. The Contractor shall provide to the fire department designee and the City Attorney a quarterly report listing what hospitals or medical facilities patients were transported to and the number of transports to treatment facilities.

Consideration

9. The City agrees to compensate the Contractor in the amount of \$0.00 over a 36 month period starting January 1, 2023 with such payment being made in a manner consistent with the payment schedule in the Emergency Medical Service bid specifications. In witness hereof, the parties execute this contract in the day and year as referred to above.

City of Orange Township

Date

ATTEST

By: _____
Dwayne D. Warren, Mayor

Joyce L. Lanier, City Clerk

University Hospital

Date

By: _____

Approved as to form and
Sufficiency:

Gracia Robert Montilus, City Attorney

NJ | Mobile HealthCare
EMERGENCY MEDICAL SERVICES



**PROPOSAL FOR
CITY OF ORANGE TOWNSHIP
PROPOSAL FOR
EMERGENCY MEDICAL SERVICES
LAW DEPARTMENT, 2ND FLOOR
29 NORTH DAY STREET
ORANGE, NJ 07050
OCTOBER 27TH, 2022, 10 AM**

October 26, 2022

Honorable Dwayne D. Warren, Esq
Mayor
City of Orange Township
29 North Day Street
Orange, NJ 07050

Re: Proposal for Emergency Medical Services

Dear Mayor Warren,

NJ | Mobile HealthCare (NJMHC) is pleased to respond to the Request for Proposal to serve as the emergency medical services (EMS) provider for the City of Orange Township. NJMHC believes that our track record of outstanding emergency medical services will meet and exceed the City of Orange's vision and standards.

As someone who has responded to numerous calls in the City of Orange, as an EMT, Paramedic and EMS Director, I believe our services will greatly benefit the City in providing a high quality service for its constituents.

NJMHC currently services a number of municipalities and townships in northern New Jersey area, and we hope to bring our expertise to the City of Orange. NJMHC has worked closely with county and local government since its founding in a public-private partnership by providing emergency medical services and ambulance transportation to residents in the communities we serve. NJMHC has strong partnerships with local police departments and EMS providers in charge of 9-1-1 systems. NJMHC also assists with the coordination of resources and responses in a partnership with municipality and township police and EMS services.

NJMHC was founded to implement state-of-the-art emergency medical services and Next Generation EMS for the State of New Jersey. The NJ | Mobile HealthCare leadership team is made up of veteran EMS professionals. Together, our leadership has more than 75 years of EMS experience and two decades in administration and management of EMS agencies. We are confident that NJMHC has a strong foundation for success and is organized and structured to be able to provide among the highest-quality service and patient care in our industry.

North Jersey Headquarters
370 Franklin Turnpike
Mahwah, NJ 07430

NJ | Mobile HealthCare
EMERGENCY MEDICAL SERVICES

Please see the following NJ | Mobile HealthCare proposal for your consideration. If awarded this contract, NJMHC will furnish all personnel, uniforms, materials, training, equipment, vehicles, and supervision required to manage, operate, and maintain the contract. NJMHC shall further maintain all 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 operations to the City of Orange. We look forward to the opportunity to further discuss with you in person how NJ | Mobile HealthCare can be of service to the City of Orange.

Thank you in advance for your consideration

Sincerely,

A handwritten signature in black ink, appearing to read 'CR', with a long horizontal flourish extending to the right and a large loop at the end.

Charles T. Rawley
Vice President of Operations & Strategy

Response to the Bid Specification and Statement of Work

2. Scope

NJ | Mobile HealthCare understands and accepts the responsibility of providing Emergency Medical Services (EMS) on a 24 hour a day, seven day a week basis, including but not limited to administration, supervision, personnel, equipment, and training necessary to operate and manage the service.

3. Service Area

NJ | Mobile HealthCare understands that Emergency Medical Services will be provided to all requests within the City of Orange. Furthermore, based on availability, NJ | Mobile HealthCare also understands that we may be called upon to assist the neighboring towns with mutual aid.

4. Term

NJ | Mobile HealthCare understands that the contract is for a three (3) year period. NJ | Mobile HealthCare and Saint Michael's Medical Center are in the process of creating and licensing a new Emergency Medical Services provider, Saint Michaels Mobile HealthCare. We anticipate the service to go live in the first quarter of 2023. We, respectfully, request that the City of Orange permit NJ | Mobile HealthCare to transfer the contract to Saint Michaels Mobile HealthCare for the balance of the awarded contract, once the operation is up and functioning.

5. Supervision

NJ | Mobile HealthCare will dedicate an EMS Operations Manager for daily operational management. A Field Supervisor will be on duty 24 hours a day, seven days a week for response to incidents within the City of Orange.

In addition, our Chief Executive Officer, myself, two additional EMS Operations Managers and our Communications Manager will be available, as the City requires.

6. Specifications

NJ | Mobile HealthCare will operate the contracted number of ambulances, whether Type II, Type III or a combination, and will dedicate them to the City of Orange. NJ | Mobile HealthCare would like the opportunity use Type I

ambulances as well. The current availability of new and even used vehicles is a challenge.

NJ | Mobile HealthCare will have additional units stationed at Saint Michael's Medical Center for use as additional resources.

NJ | Mobile HealthCare understands the necessity of mutual aid and will work with regional partners to secure written contracts.

7. Performance

- A. Understood
- B. Understood
- C.

- a. Understood. Our NJ OEMS License is also included in the bid package.
- b. Understood. Area properties are already being researched. Including the existing services location.
 - i. Understood. The Posting Policy will be developed based on traffic patterns, response time mapping and with the mindset of safety for the general public and the EMT's.
 - ii. Understood. COI's will be forwarded prior to the start of the contract.
- c. Understood.
- d. NJ | Mobile HealthCare intends to outsource dispatching of the Orange EMS units to a local / regional PSAP / PDAP. Due to University Hospital's Regional EMS Communications already providing call intake services, they will have first right of refusal for continuity.
- e. The dispatch center selected will comply with the specifications in order to be chosen. All Orange EMS units will have radios capable of communicating with both Police and Fire resources. This includes supervisory units.
- f. Understood
- g. Attached is an organizational chart. Our Medical Director meets and exceeds all NJ requirements. On-line Medical Control is already active for our Bergen County 911 units. With the development of Saint Michael's Mobile HealthCare, additional On-line medical control will be available in Newark, NJ.
- h. Understood. NJ | Mobile HealthCare will also make these incidents a priority for supervisory and managerial response.
 - i. Understood
 - j. Understood

- k. Understood
- l. Understood
- m. Understood
- n. Understood. NJ | Mobile HealthCare has accounted for the costs of these classes in this bid proposal to meet compliance regulations.
- o. Understood. NJ | Mobile HealthCare has accounted for the costs of the evaluations in this bid proposal to meet compliance regulations.
- p. NJ | Mobile HealthCare has accounted for the costs of these supplies in this bid proposal to meet compliance regulations.
- q. Understood

8. Insurance

- A. Understood. See Attached Certificates of Insurance.
- B. Understood
- C. Understood

9. Personnel

- A. Understood. NJ | Mobile HealthCare employs Emergency Medical Technicians that are eligible to work under NJ OEMS regulations, specifically NJAC 8:41-7.3 Reciprocity.
- B. Understood. Processes already in place
- C. All dispatch certifications will comply in order to be awarded the contract for dispatching. Annex A is Attached.
- D. All efforts will be made to comply with this specification. However, in the current nationwide staffing issue effecting emergency medical services, we do request some latitude with this requirement.
- E. Understood.
- F. See Attached policies and procedures.
- G. NJ | Mobile HealthCare has a robust community education program in place. In addition, NJ | Mobile HealthCare EMT's are required to participate in numerous in-person and online training programs. NJ | Mobile HealthCare's supervisor minimum qualifications meet or exceed the requirements.
- H. Understood
- I. Understood
- J. Understood
- K. Understood. Uniform Policy is attached.
- L. Understood
- M. Understood

10. Quality Control

- A. See Attached Quality Control Program policy.
- B. See Attached.

11. Administration

- A. Understood
- B. Understood
- C. Understood
- D. See Attached policies and procedures
- E.
 - a. Understood
 - b. Understood

12. Additional Requirements

- A. Understood
- B. Understood, see attached.
- C. Understood
- D. Understood
- E. Understood
- F. Understood
- G. Understood
- H. See attached

13. Breach/Default/Cancellation

- A. Understood
- B. Understood
 - a. As stated earlier in the proposal, NJ | Mobile HealthCare would like the City of Orange to consider the transfer of the contract to Saint Michaels Mobile HealthCare, when that service is started. NJ | Mobile HealthCare is a partner in that entity.
- C. Understood

14. Entire Contract

- A. Understood

15. Waiver

- A. Understood

16. Modifications

A. Understood

List of Municipality References

Township of Mahwah
Captain Stuart Blank
Mahwah Police Department
221 Franklin Turnpike
Mahwah, NJ 07430
201-529-1000

Township of Paramus
Chief Milton Kohlmann
1 Jockish Square West
Paramus, NJ 07652
201-262-3400 x 5201

Township of Wayne
Chief Stuart Steinberg
1505 Hamburg Turnpike
Wayne, NJ 07470
973-694-9263

Township of Hawthorne
Mayor John Lane
445 Lafayette Ave
Hawthorne, NJ 07506
973-427-5555

Borough of Ridgefield – Primary 911 for approximately 18 months
Gloria L. Kalisch
Ridgefield Police Dept
604 Broad Avenue
Ridgefield, NJ 07657
201-943-5210 x 5004

In addition, under the Bergen New Bridge Medical Center EMS program, NJ | Mobile HealthCare was selected to provide countywide back-up EMS services.

BID PROPOSAL FORM

EMERGENCY MEDICAL SERVICE

For the furnishing and delivery of Emergency Medical Service or the City of Orange Township, in the County of Essex.

The undersigned hereby declares that the advertisement and specifications for Emergency Medical Service have been carefully examined; and the undersigned company will contract to carry out and complete the project as specified and at the prices stated below.

[Signature] CHARLES T. RAWLEY
Signature of Authorized Representative Printed Name

VICE PRESIDENT OF OPERATIONS & STRATEGY
Title of Above Representative

NJ MOBILE HEALTH CARE, LLC.
Company Name

370 FRANKLIN TURNPIKE MAHWAH NJ 07430
201-660-1600
Company Telephone Number

47-1279666 10/26/2022
Federal ID Number or Social Security Number Date

BID PROPOSAL COST (Bidder must choose one of the three options and input the cost for each year)

Option 1

Three (3) Year cost with Two (2) type II or III emergency ambulance (herein referred to as "primary") for a twenty four (24) hour period.

Cost	\$ <u>7,790,667.41</u>	\$ <u>2,594,829.75</u>	\$ <u>2,724,571.24</u>
	<u>2,471,266.43</u> Year 1	<u>2,594,829.75</u> Year 2	<u>2,724,571.24</u> Year 3

X Option 2

Three (3) Year cost with Two (2) type II or III emergency ambulance (herein referred to as "primary") between the hours of 7:30 A.M. and 11:30 P.M., and one (1) ambulance between the hours of 11:30 P.M. and 7:30 A.M.

Cost	\$ <u>6,745,415.75</u>	\$ <u>2,246,688.83</u>	\$ <u>2,359,023.27</u>
	<u>2,139,703.65</u> Year 1	<u>2,246,688.83</u> Year 2	<u>2,359,023.27</u> Year 3

X Option 3

Three (3) Year cost with (3) type, II or III emergency ambulances (herein referred to as "primary") for a twenty four (24) hour period

Cost \$ 1,832,221.05

\$ 3,182,306.44
Year 1

\$ 3,341,421.76
Year 2

\$ 3,508,492.85
Year 3

**Documents to be returned with Bid
City of Orange Township
Bid Document Checklist**

Required by Bidder

- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- Bid Proposal Form
- References
- Affirmative Action Regulation Form
- X Consent of Surety
- X Bid Guarantee
- Hold Harmless Agreement
- Addendum Acknowledgment
- Pay for Play Disclosure Certification
- Business Registration Certificate
- "Annex A" Staff roster
- Emergency Vehicle Driving Policy
- Quality Control Program
- Billing and Collection Policy
- Schedule of Charges
- Standard Operating Procedure

Reviewed by Bidder

- Mandatory Affirmative Action Language
- Americans with Disabilities Act of 1990 Language

Documents to be returned with Bid

City of Orange Township

Bid Document Checklist

Required by Bidder

- Affirmative Action Compliance Notice
- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- Bid Proposal Form
- Bid Guarantee
(with Power of Attorney for full amount of Bid Bond)
- Consent of Surety
(with Power of Attorney for full amount of Bid Price)
- Business Information (Pay to Play)
- "Annex A" Staff roster
- Emergency Vehicle Driving Policy
- Quality Control Program
- Billing and Collection Policy
- Schedule of Charges
- Standard Operating Procedure
- Municipal List (presently being served)
- Business Registration Certificate
- Hold Harmless
- Business Entity Disclosure

Reviewed by Bidder

- Mandatory Equal Opportunity Language
- Americans with Disabilities Act of 1990 Language

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5.5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as form of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR


(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: NS Mobile Health CARE LLC. SIGNATURE: 
PRINT NAME: Charles T. Rawley TITLE: Vice President of Operations
DATE: 10/26/2022

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business NJ Mobile Health Care, LLC.

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: LOUIS GRECO
Home Address: 96-29 72ND ROAD
FOREST HILLS NY 11375.

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____


Name: _____
Home Address: _____

Name: _____
Home Address: _____

Subscribed and sworn before me this 26 day of October, 2022

(Notary Public)

My commission expires: 2/25/26



(Affiant)

Print name & Title of Affiant)

Melissa Crocker
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50152905
MY COMMISSION EXPIRES February 25, 2026

**(TO BE COMPLETED AND RETURNED WITH BID)
NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of Bergen

SS:

I, CHARLES T. RAWLEY (Name of Affiant) residing in BLAIRSTOWN (Name of Municipality)
in the County of WARREN and State of NEW JERSEY of full age, being
duly sworn according to law on my oath depose and say that:

I am VICE PRESIDENT OPERATIONS of the firm of NJ MOBILE HEALTHCARE LLC ^{MEDICAL SERVICE} the bidder making this Proposal for the bid proposal entitled Emergency and
that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
CITY OF ORANGE TWP. (Name of contracting unit)

relies upon the truth of the statements contained in said proposal and in the statements contained in this
affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this 26 day of
October, 2022


Melissa Crocker
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50152905
MY COMMISSION EXPIRES February 25, 2026

(Type or print name of affiant under signature)

NJ
Notary Public of

My Commission expires 2/25/ 2026

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

*“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)*

**CITY OF ORANGE TOWNSHIP**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> |
|------------------------|--------------|----------------------------|
| N/A                    | N/A          | N/A                        |
|                        |              |                            |
|                        |              |                            |
|                        |              |                            |

No addenda were received:

Acknowledged for: NS Mobile Health Care LLC.  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name: CHARLES T. RAWLEY  
(Print or Type)

Title: VICE PRESIDENT OPERATIONS.

Date: 10/26/2022



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NJ MOBILE HEALTH CARE LLC

**Trade Name:**

**Address:** 379 PRINCETON HIGHSTOWN RD BLD 1 FL  
EAST WINDSOR, NJ 08512

**Certificate Number:** 194S069

**Effective Date:** April 22, 2015

**Date of Issuance:** December 04, 2015

**For Office Use Only:**

20151204110307101

# New Jersey Department of Health



OFFICE OF EMERGENCY MEDICAL SERVICES

The New Jersey Department of Health - Office of Emergency Medical Services recognizes that the requirements for licensure as set forth at N.J.A.C. 8:40 and/or N.J.A.C. 8:41, et seq. and hereby recognizes licensure to:

**Nj Mobile Health Care**  
**370 Franklin Turnpike**  
**Mahwah, New Jersey 07430**

As a provider of the following services:

**BLS, SCTU**

Provider ID: 2211077

Valid: 01/03/2022

Expiration: 12/31/2023

Terry Clancy, PhD, RN, NRP  
Director, Office of Emergency Medical Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                            |  |                                                        |                                        |                                 |
|--------------------------------------------------------------------------------------------|--|--------------------------------------------------------|----------------------------------------|---------------------------------|
| PRODUCER<br>William R Seide Agency, LLC<br>73 Newark Pompton Tpk<br><br>Riverdale NJ 07457 |  | CONTACT NAME<br>Frank Casey                            | PHONE (A/C, No, Ext)<br>(973) 616-5300 | FAX (A/C, No)<br>(973) 616-5306 |
| INSURED<br>NJ Mobile HealthCare LLC<br>370 Franklin Turnpike<br><br>Mahwah NJ 07430        |  | E-MAIL ADDRESS<br>fcasey@wrsagency.com                 | INSURER(S) AFFORDING COVERAGE          |                                 |
|                                                                                            |  | INSURER A<br>National Union Fire Ins Co. of Pittsburgh | NAIC #                                 |                                 |
|                                                                                            |  | INSURER B<br>Sentinel Insurance Company LTD            | 11000                                  |                                 |
|                                                                                            |  | INSURER C                                              |                                        |                                 |
|                                                                                            |  | INSURER D                                              |                                        |                                 |
|                                                                                            |  | INSURER E                                              |                                        |                                 |
|                                                                                            |  | INSURER F                                              |                                        |                                 |

COVERAGES      CERTIFICATE NUMBER: 2022-23      REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | AMNUBP 0030134 00 | 02/02/2022              | 02/02/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS COMP/OP AGG \$ 2,000,000<br>\$ |
| A     | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                       |           |          | AMNUBP 0030134 00 | 02/02/2022              | 02/02/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist \$ 500,000                                           |
| A     | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                             |           |          | AMNUBP 0030134 00 | 02/02/2022              | 02/02/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                         |
| B     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>if yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                          |           | N/A      | 13WECAG5PSF       | 06/02/2022              | 06/02/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ 1,000,000<br>E L DISEASE - EA EMPLOYEE \$ 1,000,000<br>E L DISEASE - POLICY LIMIT \$ 1,000,000                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                               |                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Orange Township Law Department<br>2nd Floor<br>29 North Day Street<br>Orange NJ 07050 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **DISCLOSURE**

**NJ | Mobile HealthCare was unable to obtain a Bid Bond or Consent of Surety due to time constraints. A copy of the Bid Specifications was received on October 25<sup>th</sup>, 2022.**

**NJ | Mobile HealthCare has been monitoring the City of Orange's Website for the bid posting. Since it was not posted on the City's website, we were severely delayed in obtaining the specification.**

**The Bid Bond and Consent of Surety can be submitted to the City, at their discretion after the bid opening.**



**HOLD HARMLESS AGREEMENT**

Between The City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050

And

NJ Mobile HealthCare, LLC.  
(Contractor)

370 FRANKLIN TURNPIKE MAHWAH NJ 07430  
Address (not a post office box)

201-660-1600 / 201-644-7544  
Telephone No. & Fax No.


It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township and all of its officers, agents and employees of and from any an all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00 of single limit coverage for Premises and Operations, \$1,000,000.00 for professional liability insurance; \$500,000.00 of single limit bodily injury coverage with at least \$1,000,000.00 per occurrence and \$100,000.00 property damage coverage.

Signed this 26 day of OCTOBER, 2012

NJ Mobile HealthCare LLC

Name of Bidder

 Vice President

Authorized signature and title

CHARLES T. RAWLEY

Print - Authorized signature and title

VICE PRESIDENT OF OPERATIONS

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

NJ Mobile Health Care, LLC. (Contractor)  
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                      |  |
|--------------------------------------|--|
| <b>Dwayne D. Warren, Esq., Mayor</b> |  |
| <b>Hon. Tency A. Eason</b>           |  |
| <b>Hon. Weldon M. Montague, III</b>  |  |
| <b>Hon. Kerry J. Coley</b>           |  |
| <b>Hon. Clifford R. Ross</b>         |  |
| <b>Hon. Quantavia L. Hilbert</b>     |  |
| <b>Hon. Jamie Summers-Johnson</b>    |  |
| <b>Hon. Adrienne K. Wooten</b>       |  |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                          |
|------------------------------|---------------------------------------|
| LOUIS GRECO                  | 96-29 72ND ROAD FOREST HILLS NY 11375 |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NJ Mobile Health Care LLC  
 Signed: [Signature] Title: Vice President of Operations  
 Print Name: Charles T. Rawley Date: 10/26/2022

Subscribed and sworn before me the 26 day October, 2022  
 of \_\_\_\_\_  
[Signature] (Affiant)  
 \_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)  
 My Commission expires:

**Melissa Crocker  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50152905  
MY COMMISSION EXPIRES February 25, 2026**

Subscribed and sworn to  
Before me this 26 day of  
October 2022

MC  
Signature of Notary

My Commission expires 2/25, 2026

**Melissa Crocker**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50152905  
MY COMMISSION EXPIRES February 25, 2026

N.J.S.A 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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, sex, affectional or sexual orientation. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out of the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Vendor's Name: NJ Mobile  
HEALTH CARE, LLC.

Date: 10/26/2022

Certification 63709

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-06-2020 to 15-06-2023

NJ MOBILE HEALTH CARE  
370 FRANKLIN TURNPIKE  
MAHWAH

NJ 07430



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



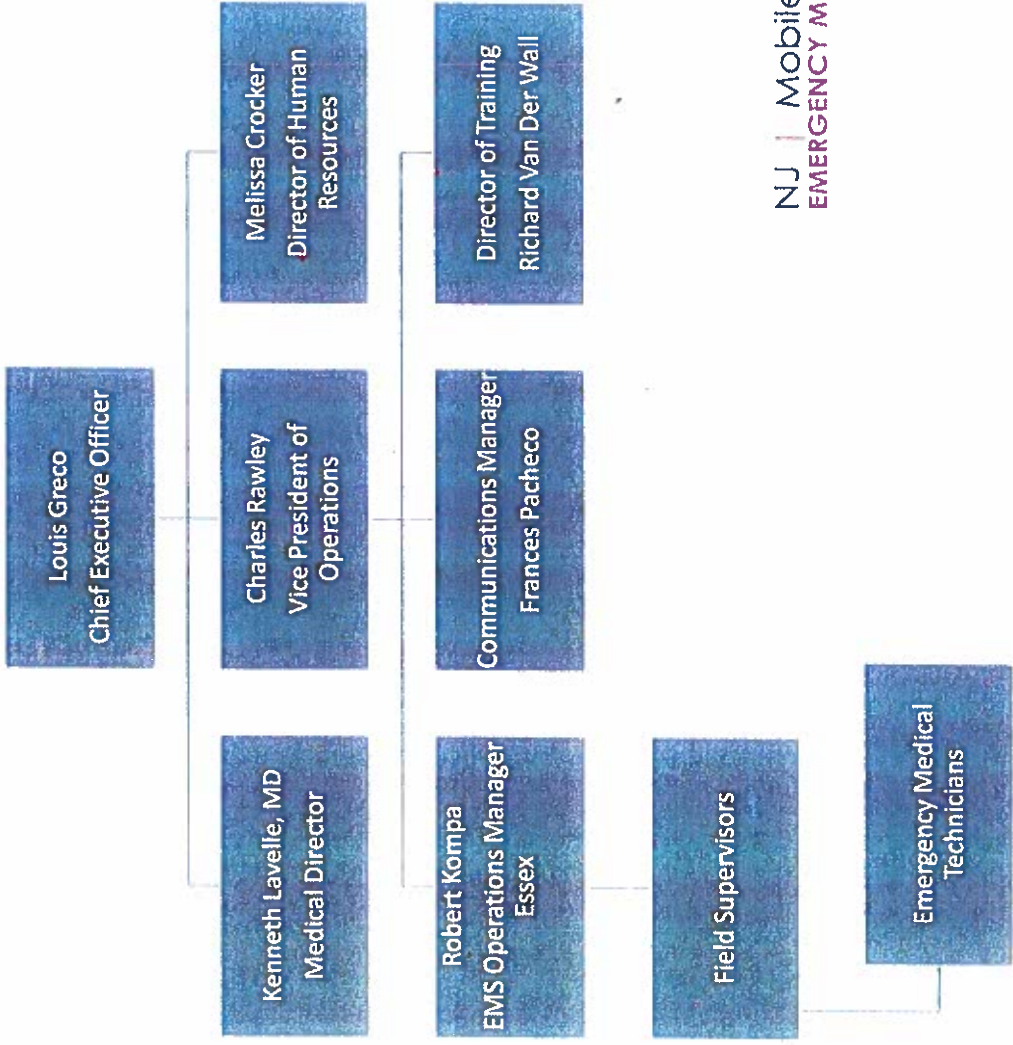
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The **CONTRACTOR** and the City of Orange Township, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be 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 owner any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, 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, as 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 owner grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the owner 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 owner 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 proceedings is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



NJ | Mobile HealthCare  
EMERGENCY MEDICAL SERVICES

**Staffing Roster 10/26/2022**

| Name                 | Number   | State | Exp        |
|----------------------|----------|-------|------------|
| Abawi, Tareq         | E3621976 | NR    | 3/31/2024  |
| Aubourg, Ornely      | 504627   | NYS   | 6/1/2025   |
| Baumeister, Calvin   | E3454710 | NR    | 3/31/2023  |
| Belardo, Carlos      | 508836   | NYS   | 9/1/2025   |
| Bogosian, Megan      | 504628   | NYS   | 6/1/2025   |
| Bottini, Lucas       | 645274   | NJ    | 12/31/2023 |
| Burrell, James       | 427553   | NYS   | 2/28/2025  |
| Cajamarca, Edwin     | 474615   | NYS   | 6/30/2024  |
| Calbo, James         | 377544   | NYS   | 9/30/2024  |
| Canadas, Luisa       | 413494   | NYS   | 8/24/2023  |
| Cho, Lindsey         | E3628809 | NR    | 3/31/2024  |
| Crocker, Melissa     | 386753   | NYS   | 3/31/2025  |
| Dalton, Sean         | 634721   | NJ    | 6/30/2024  |
| Escalona, Jarissa    | E3558260 | NR    | 3/31/2023  |
| Flores, Michael      | 598343   | NJ    | 6/30/2025  |
| Foltin, Timothy      | 529981   | NJ    | 6/30/2023  |
| Fox, Alexa           | 496950   | NYS   | 10/1/2024  |
| Greco, Louis         | 349372   | NYS   | 7/31/2025  |
| Go, Kerrie           | 615637   | NJ    | 12/31/2023 |
| Goldstein, Noah      | 625980   | NJ    | 12/31/2022 |
| Gordon, Shayna       | 646455   | NJ    | 6/30/2024  |
| Herald, Casey        | 505927   | NYS   | 6/30/2025  |
| Hermansen, Christina | 636118   | NJ    | 6/30/2024  |
| Herrera, Nancy       | 523954   | NJ    | 12/31/2024 |
| Hess, Kailyn         | 595678   | NJ    | 12/31/2022 |
| Ilvento, Chelsey     | 607351   | NJ    | 6/30/2025  |
| Jansen, Diane        | 502321   | NJ    | 6/30/2025  |
| Kompa, Robert        | 332122   | NYS   | 7/31/2024  |
| Laya, Rodolfo        | 497810   | NYS   | 10/31/2024 |
| Layne, Yannick       | 611061   | NJ    | 6/30/2025  |
| Liu, Jackie          | 642439   | NJ    | 12/31/2022 |
| Masri, Faten         | 604114   | NJ    | 6/30/2024  |
| McCormick, Connor    | 611809   | NJ    | 12/31/2022 |

|                       |             |            |
|-----------------------|-------------|------------|
| McMurray, Nicole      | 491425 NYS  | 2/29/2024  |
| Milshtein, Dorian     | 621766 NJ   | 3/31/2024  |
| Moore, Eddie          | 499093 NYS  | 10/31/2024 |
| Nagulapalli, Akhil    | 499317 NYS  | 3/31/2024  |
| Nowak SCTU, Jozef     | 617533 NJ   | 12/31/2024 |
| Pagano, Jonathan      | 647780 NJ   | 12/31/2024 |
| Pagano, Stephen       | 392585 NYS  | 1/31/2025  |
| Philistin, Mich       | 499806 NYS  | 1/28/2025  |
| Pollydore, Charmaine  | 454131 NYS  | 7/31/2024  |
| Rawley, Charles       | 577484 NJ   | 6/30/2025  |
| Reineke, Kirsten      | 612020 NJ   | 6/1/2025   |
| Rincon, Valentina     | 459340 NYS  | 2/28/2025  |
| Rivera, Cheyenne      | 506151 NYS  | 9/30/2025  |
| Rodriguez, Krystle    | 380631 NYS  | 4/30/2023  |
| Rodriguez, Antonio    | 467769 NYS  | 10/31/2023 |
| Rouse, Niall          | 381361 NYS  | 4/30/2023  |
| Rubino, John          | 593699 NYS  | 12/31/2023 |
| Simak, Robert         | 587714 NJ   | 6/30/2024  |
| Smith, Carey          | E1333888 NR | 3/31/2023  |
| Syed, Shareyah        | 646739 NJ   | 6/30/2024  |
| Tawfik, Hossam        | 626791 NJ   | 12/31/2023 |
| Tierra, George        | 475578 NYS  | 7/31/2025  |
| Tretola, Emma         | E3550708 NR | 9/30/2023  |
| Trombadore, Michael   | E3636483 NR | 3/31/2024  |
| Tyler, Julianne       | 621365 NJ   | 12/1/2024  |
| Van Der Wall, Richard | 564399 NJ   | 6/30/2024  |
| VanderWal, Andrew     | 624477 NJ   | 6/30/2025  |
| Vecchione, Alexa      | E3658343 NR | 3/31/2024  |
| Warren, Teshawn       | 618977 NR   | 12/31/2024 |
| Wistuk, Rebecca       | 491489 NYS  | 4/30/2024  |

**General Conditions  
And  
Instructions to Bidders**

**General Information**

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the City of Orange Township to acquire the following:

**EMERGENCY MEDICAL SERVICES**

For the contract period:

**FROM:** Notice to Proceed      **THROUGH:** Three (3) one (1) year contracts  
renewable at the options of the City.

Bidders shall be responsible for carefully examining the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Sealed proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No bids will be accepted beyond the time specified. NO BIDS SHALL BE RECEIVED BY MAIL OR FAX.**

**1. PREPARATION OF BID PROPOSAL**

*1. Bid Submission*

All bids can be obtained by emailing: Derrick E. Brown <[dbrown@orangenj.gov](mailto:dbrown@orangenj.gov)> OR The City Website: [WWW.CLORANGE.NJ.US](http://WWW.CLORANGE.NJ.US) UNDER THE BUSINESS TAB – BIDS AND SOLICITATIONS.

All bids shall be submitted on the proposal forms furnished herein and shall be enclosed in a sealed envelope, with the name of the bidder and the name of the project plainly and clearly addressed on the outside as follows:

To: City of Orange Township  
Law Department, 2<sup>nd</sup> Floor  
29 North Day Street  
Orange, New Jersey 07050  
Proposal For: Emergency Medical Services

*2. Bid Opening*

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are to be present.

Hours: 10:00 a.m.

Date: **October 27, 2022**

Place: City of Orange Township  
City Hall, City Council Chambers, 4<sup>th</sup> Floor  
Orange, New Jersey 07050

### *3. Bid Completion*

The Bidders shall fill in all blank spaces in the bid form using ink or typewriter and sign it in ink. Erasures or other changes in the bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alternations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the City.

### *4. Addenda*

Any requested clarification, interpretation, correction or amendment, as well as any additional provisions which the Owner may decide to include in the Bidding Documents or Contract Documents, may be issued in writing by the Chief of the Orange Fire Department prior to the opening of bids as an addendum to the Contract.

In addition to satisfying any requirements for publication, addenda will be sent by certified mail, return receipt requested, to each of the contractors who have submitted a bid or received a bid package or has filed a notification request with the governing body of the contracting unit to the respective addresses they have furnished for such purpose, or if none, to their last known address, not later than seven business days Saturday, Sundays and holidays excepted prior to the date fixed for the opening of bids. The failure of any Bidder to receive any addendum shall not relieve the Bidder from any obligation under the Contract Documents or Bidding Documents which relate to his bid as submitted.

### *5. Time to Award Contract*

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

### *6. Award of Bid*

The City will award the bid to the entity submitting the lowest price in dollars (U.S.) for the service as specified in these documents.

### *7. Withdrawal of Bids*

Any bid may be withdrawn on written request received from a bidder prior to the times fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived. The bidder shall sign the written request.

### *8. Tax Exemption*

Prices quoted in all bids shall include deliver (FOB destination) and exclusive of all Federal, State or Local taxes from which the City is exempt. The City's tax identification number is 22-6002178.

### *9. Term of Contract*

All contracts are for the period commencing from Notice to Proceed and to be determined by the City of Orange Township if the contract will be for three (3) one (1) year periods. Renewable at the options of the City.



#### *10. Right to Reject Bids*

The City reserves the right to reject any and all bids, to award in part or whole, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the City to do so. In the case of a tie bid, the City reserves the right to award the bid to the contractor it determines will best meet the needs of the City.

#### *11. Us Manufactured Products*

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract.

#### *12. Submissions*

In order to establish standard of quality, the City, in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the City, however the burden of proving to the City the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include but is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

#### *13. Proposed Guarantee*

Each bid must be accompanied by a guarantee which shall be in the amount of 10% of the total bid, but not to excess of twenty thousand dollars except as otherwise provided herein, and may be given at the option of the bidder a certified check, bid bond or cashier check.

#### *14. Required Signatures*

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on this proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

#### *15. Technical Questions*

**Please address to the Fire Chief Derrick E. Brown**  
**Mobile – (862) 347-8995**  
**Office – (973) 346-2300 ext. 6132**

## II. BID REVIEW CRITERIA

### 1. *Qualifications of a Bidder*

The City reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

### 2. *Successful Bidder*

The successful bidder will be the one who submits the lowest responsible bid for the service as described in the technical section of this document. The City reserves the right to reject any and all bids and to award in part or whole. The bid will be awarded, provided that in the judgment of the City Council, it is reasonable and in the interest of the City. The award will be made shortly after the opening of the bids).

## III. REQUIRED FORMS

### 1. *Bid Proposal Form*

Bidders are required to complete and submit the enclosed Bid Proposal Form.

### 2. *Disclosure Affidavit*

In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership who own ten percent (10%) or greater interest in the partnership, as the case may be, shall be listed. If the business entity is a sole proprietorship, that information must be provided on the Disclosure Affidavit. This form must be notarized by a person so authorized.

Attached is a form (Partnership Disclosure Statement) which shall be used to comply with this agreement.

### 3. *Non-Collusion Affidavit Form*

Bidders are required to complete and submit the enclosed Non-Collusion Affidavit Form.

### 4. *Affirmative Action Forms*

Bidders are required to submit the enclosed Affirmative Action Regulations Form.

### 5. *Hold Harmless Agreement Form*

Bidders are required to submit the enclosed Hold Harmless Agreement Form.

### 6. *Addenda Acknowledgment of Receipt Form*

Bidders are required to submit the enclosed Addenda Acknowledgment of Receipt Form.

7. *Bid Guarantee*

Each bid must be accompanied by the guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond made payable to the City of Orange Township.

8. *Consent of Surety*

A performance Bond will be required from the successful bidder on this project, and consequently, all bidders shall submit a Consent of Surety in substantially the same form enclosed with this bid package. All performance bonds must cover 100% of the contract price.

9. *Business Registration Certificate*

All bidders must submit a Business Registration Certificate issued by the State of New Jersey, Department of the Treasury with bids.

**CITY OF ORANGE TOWNSHIP**  
**BID SPECIFICATION**  
**EMERGENCY MEDICAL SERVICE**

**1. Reference:**

- A. Public Law 93-154, Federal EMS Act of 1973 as amended.
- B. NJSA 27:5F-1, New Jersey Highway Safety Act.
- C. NJSA 40A: 11-1, Local Public Contract Law.
- D. NJAC 8:40, Manual of Standards for Licensure of Invalid Coach and Ambulance Service.
- E. State of New Jersey Assessment of Emergency Medical Services, United States Department of Transportation, Technical Assessment Team, October 9-21, 1998.

**2. Scope:**

The Contractor shall furnish all personnel, uniforms, materials, training, equipment and supervision required to manage, operate and maintain an Emergency Medical Service (EMS).

This service shall be provided twenty-four (24) hours per day, seven days (7) per week, including all Holidays in accordance with the contract.

**3. Service Area:**

EMS shall be provided to all persons within the City of Orange Township, herein referred to as City of Orange.

**4. Term:**

**All bids must be submitted on the Bid Proposal Form:**  
**The period of service will be for three (3) years.**

**5. Supervision:**

At all reasonable times, a designated supervisor, at Senior Management Level, will be available for consultation with the representative of the City of Orange. A Field Level Supervisor shall be on duty 24 hours per day, seven days per week for each shift of work as well as a "second in command", in the event that a mass causality incident requires instituting of the Incident Management System, or if that Field Level Supervisor becomes incapacitated for any reason during the course of duty. The "second in command" will be readily identifiable and will also be on duty 24 hours per day, seven days per week. Said Field Supervisor will be designated as responsible and in charge person for the EMS operation.

Changes to the supervisory staff (unless an employee is sick or injured) must be made in writing at least 24 hours prior to the change to the City of Orange.

Orange Fire Dispatch (OFD) shall be contacted at the beginning of each shift with the name and phone number for the Supervisor of the day. If the supervisor changes during that day OFD dispatch shall be informed and provided the above information.

**6. Specifications:**

**OPTION 1**

Contractor will operate a minimum of two (2) type II or Type III emergency/ N.J. Certified emergency ambulances (herein referred to as "primary") for a twenty four (24) hour period. Each Vehicle shall be exclusively dedicated to the City of Orange.

- A. All vehicles shall be licensed by the New Jersey State Department of Health as "Emergency Ambulance" and conform to the specifications governing the operation of emergency ambulances in accordance with (IAW) reference 1D. Through the length of this contract the vehicles will be no more than five (5) years old. Further, the contractor shall have a minimum of two (2) additional fully licensed, staffed, and operational emergency ambulances available within no less than ten minutes, at no additional charge, to the City of Orange, for the purpose of simultaneous delivery of EMS due to multi-accident injury or catastrophic fires, storms, etc. The Contractor shall produce a written contract which provides at least two (2) backup emergency service organizations which will provide additional coverage. Contractor and the City agree that the emergency service organization selected by contractor shall be acceptable to the City of Orange Township.

**7. Performance**

- A. Rescue and extrication services will be provided by the City of Orange Township Fire Department. EMS will provide patient care and transportation if required.
- B. The City of Orange Township Fire Department at its discretion during the life of the contract, will reserve the right to place in service, a state certified ambulance and crew, which will serve as a third ambulance/back up in the event that the contractor experiences any delay in response or is unable to provide a basic life support unit within a reasonable time frame. Furthermore, the City of Orange Township Fire Department, will have all rights to bill for services rendered by Fire Department personnel.
- C.
- A. The successful bidder will provide to the City of Orange copies of all forms filed with the New Jersey State Department of Health Office of Emergency Medical Services (NJSDOH-OEMS) pursuant to the licensing and inspection of all vehicles and

equipment IAW ref. 1D and continue to supply these forms annually upon inspection by the NJSDOH-OEMS.

- B. The contractor, due to the nature of the services, must demonstrate an ability to operate within the City of Orange. The Base shall be suitable for the full-time operation of EMS within the City of Orange as defined herein. This must occur within 30 days of the contract being awarded.
1. Contractor may provide staging/location of assigned EMS/Ambulance vehicles in at least two locations wholly within the city limits of the City of Orange at his cost. A policy for posting must be provided to the Orange Fire Department for approval by the Fire Administration on the locations, times and procedures. **In addition each vehicle assigned to the City will have signage indicating the Following "Providing Emergency Medical Services for the City of Orange Township."** The size and scheme of which must comply with N.J.A.C. 8:40. Signage shall be either permanent or removable, and should be attached to any and all vehicles assigned to the City of Orange All such vehicle must also display a sign stating that access to police fire and EMS can be achieved by dialing 911 for emergency service.
  2. Contractor must provide a separate insurance policy for fire and liability to hold the City harmless from any loss incurring from a fire, property damage, injury or death to any persons from any incident originating in the designated area, which is under the supervision of the contractor and/or his agent and employees.
- C. The Contractor will provide radio and telephone communications (dispatch center) between the Contractor and the City of Orange of a type and extent acceptable to the City.
- D. The dispatch center shall be the Emergency Medical Call Screening (EMD), University Hospital Emergency Medical Service's Regional Emergency Medical Communication System (REMCS) as provided for in the current Fire Dispatch Contract for the City of Orange. REMCS will receive the request for emergency medical service process. The center must operate on a twenty-four (24) hours per day, seven (7) days per week schedule. The communication center must be on an emergency power backup system with the same capabilities as normal operating power. Telephones, lighting, computers, and radio equipment must be on a UPS system. The dispatch center must meet the requirement of the City 911-Coordinator as outlined below.

All dispatchers must be trained and certified in APCO Basic Telecommunicator and APCO Emergency Medical Dispatch.

- E. The dispatch center will have the following capabilities:
1. A Computer aided dispatch.



2. Ability to receive 911 calls and immediately translate and refer any request for emergency medical assistance in the City of Orange. The dispatch center must be able to receive requests for emergency medical assistance from citizens who speak; English, French, Spanish, and Italian.
3. Taped phone lines and radio communications. The City of Orange fire and police personnel must be allowed access to these tapes on demand. Tapes must be maintained for at least 2 year.
4. A medical director/physician who is board certified in Emergency Medicine and licensed to practice medicine in the State of New Jersey, to oversee QCP program and dispatch protocols.
5. A dispatch Supervisor available in the dispatch center 24 hours a day, 7 days a week. This supervisor must have 3 years experience with Police, Fire, or EMS dispatch and hold both APCO Basic Telecommunicator and APCO Emergency Medical Dispatch certifications.
6. Ability to coordinate resources for mass causality or large-scale incident response. With the ability to communicate inter-agency via radio to municipal, county and state agencies.
7. This information will be provided on a monthly basis to the City of Orange Police and Fire Departments: all requests for EMS listed with the unit assigned, priority level, date, address, times as follows; start of call, end of call, en-route, on-scene, depart scene, arrive hospital and available.

Written dispatch protocols/guide cards for interrogating callers for the purpose of illicitating information and providing pre-arrival instructions prior to the arrival of emergency medical assistance. All written dispatch protocols must be approved and signed by the dispatch physician medical director.

The dispatch center must be available for inspection 24 hours a day, 7 days a week by a representative of Orange Police or Fire.

8. Telephone communications will include immediate emergency access.
9. Radio communications will comply with ref. 1D and Plan as a minimum.
10. Alerting of personnel will be accomplished through a combination of voice, telephone, and "pager" capability so as to insure continuous availability.
11. Both Field Units and the dispatch center must be able to communicate on both Orange Police and Fire frequencies. Field Units/EMS dispatch must continuously monitor both police and fire frequencies.

Telephone system must be capable of receiving ALL information from the PSAP E911 Center along with recording equipment for phone and radio conversation for each call for service.

- F. The Contractor will transport patients to the closest medical facility, unless the patient has specialized needs such as a multi-system trauma patient, burn patient, etc., that would require that they be transported directly to that specialized facility. During a Declaration of Disaster or activation of the City of Orange Emergency Management Annex patients will be transported to locations in accordance with the designated Transport Officer.
- G. The Contractor will have as part of their table of organization and staff a physician medical director, board certified in emergency medicine, licensed to practice in the State of New Jersey. In addition all medical treatment protocols for off-line medical control will be signed and approved by the medical director. The winning bidder will provide the name of the physician medical director to the City of Orange Township prior to commencing service. Any change in his or her license status shall be immediately reported to City of Orange officials. On-line medical control will be available 24 hours a day, seven days a week either by telephone or radio and must be by physician's board certified in emergency medicine, licensed to practice medicine in the State of New Jersey, and who are overseen by the Contractor medical director.

Off-line medical protocols will be of such a type that they meet the current national and state standards for emergency medical care for pre-hospital care basic level providers, and are updated regularly to reflect the current standard. They will be approved by the Contractor physician medical director.

- H. The Contractor will provide stand-by EMS at all "working fires" for the duration of the fire or until dismissed by the Commanding Fire Officer in charge. The Contractor will provide stand-by EMS at all Critical Police Incidents for the duration of the Incident or until discharged by the Commanding Police Officer in Charge.
- I. The Contractor will have direct radio contact with the regional Mobile Intensive Care (MICU) Units assigned to this area in accordance with NJSDOH-OEMS guidelines.
- J. The successful bidder will within one (1) month after the start of operations provide the City with a letter of agreement between all appropriate area EMS agencies in accordance with Ref, 1D.
- K. **RESPONSE TIME**, any and all response times greater than eight (8) minutes to request for EMS will be documented and reviewed for action Documents will be kept on file for a minimum of three (3) years and subject to review by the Designated Agent. Response times shall be submitted on a monthly basis to the Police and Fire EMS Coordinators for review
- L. The Contractor will convene an Advisory Board on a quarterly basis to maintain a line of communication between the contractor and the municipality to review and respond to any new or pertinent issues that may arise. This Board will consist of at least one representative from the following entities: Fire Department, Police Department, and Health Department.

- M. The Contractor will meet at any time deemed necessary with Police and Fire representatives to plan and keep advised of operational issues pertinent to providing emergency medical services to the City of Orange.
- N. The Contractor if required by the Fire Department will provide **one (1) Annual Basis Training Update approved by the Orange Fire Department Training Officer** to the Orange Fire Department employees. This training shall include **Blood Borne Pathogens, CPR and AED Certification if necessary**. This training will be provided to each of our four (4) Tours on separate days of operation. In addition to this annual basic training, the contractor will provide **four (4) Hands On EMS Training Drills** to be set up during the year by EMS with **approval of the Orange Fire Department Training Officer**.
- O. The Contractor will provide First Responder Equipment Evaluation for the Orange Fire Department **2 times a year**.
- P. **The contractor will have ten (10) days to replace and/or supply the Orange Fire Department with any and all equipment and supplies used by the OFD at an EMS call.**
- Q. Any Radios and/or equipment supplied to contractor must be maintained by contractor and returned in working condition upon completion of contract.

8. **Insurance:**

- A. The Contractor will, prior to the performance of any services under this contract, obtain at it's own cost and expense and keep in force for the duration of this contract, policies of insurance covering it's activities in a form approved by the City Council with minimum limits as follows:
  - 1. At least one million dollars (\$1,000,000) of single limit coverage of "Premises and Operations" type general liability insurance.
  - 2. At least one million dollars (\$1,000,000) of single limit bodily injury coverage with at least one million dollars (\$1,000,000) coverage per occurrence of "Malpractice" type professional liability insurance.
  - 3. At least five hundred thousand dollars (\$500,000) of single limit bodily injury coverage with at least one million dollars (\$1,000,000) per occurrence and at least one hundred thousand dollars (\$100,000) property damage coverage for each licensed vehicle operating under this contract.
  - 4. Workmen's Compensation Insurance in minimums as specified under New Jersey State Law.
- B. The Contractor will provide evidence of a renewal of insurance at once should any of the above coverage expire during the term of this contract.

- C. Additionally, the Contractor will provide a certificate to the City of Orange Township the City of Orange as an additional insured party in all of the above policies and shall indemnify and hold the City harmless against all claims by third parties to the extent that such claims arise in any way from contractor's performance of this contract.

The Contractor expressly agrees to defend any suit against the City of Orange arising out of the services to be rendered as provided herein. The Contractor will provide immediate notification to the City of Orange in any instance where legal action is initiated against the Contractor arising out of performance under this contract.

9. **Personnel:**

- A. All EMS vehicles utilized under the provisions of this contract shall have a minimum of two (2) NJDOH-OEMS certified Emergency Medical Technician Basics (EMT-B), as well as both EMT-B's must be certified as EMT-D (Emergency Medical Technician Defibrillation). In addition all EMS vehicles will have a semi-automatic (SAED) or automatic (AED) external defibrillator on board, a type of which is approved by the NJSDOH-OEMS. The SAED or AED must be in good working order and maintained in accordance with manufacturer specifications. In addition all backup vehicles must be equipped with either an SAED or AED, when responding into the City of Orange, except in the event of an MCI.
- B. The Contractor will have in place a system whereas all employees undergo a background investigation and drug and substance abuse screening conducted by the Contractor that is satisfactory to the City and Orange Police. The Contractor will bear the expense for the background investigation and the drug and substance abuse screens. The City reserves the right to prohibit any employee they deem unreliable, based on the findings of the background checks, to work in the City of Orange.
- C. Dispatchers with EMS must have current APCO Basic Tele communicator and APCO Emergency Medical Dispatch certifications on file with the City. Contractor will provide to the Police and Fire EMS Coordinators a roster of working employees, all certifications and any changes in roster or loss of certifications on a weekly basis.

All bidders to this contract will include, an "Annex A" to their bid submission, a completed staff roster, listing all certified EMT personnel currently employed by the bidder. Upon award of this contract, the Contractor must provide an update to this staff roster format as "Annex A" in order to demonstrate sufficient certified personnel in it's employ so as to achieve minimum staffing levels required in ref. 1D. An updated copy of this roster must be submitted to the City of Orange every three (3) months during the contract period.

("Annex A" is to be attached to Bid)

- D. The two (2) EMT's dispatched with each vehicle will have a minimum of two (2) years experience as a certified EMT.

- E. Driving abstracts for all employees who may be working and/or responding in the City of Orange will be provided to the Orange Police Department. Such abstracts shall be provided once each year. The contractor shall have a policy in place requiring any driver who should lose his or her ability to operate a motor vehicle immediately report same to the contractor who shall then cause that person to cease and desist from operation of such vehicle.
- F. The Contractors emergency vehicle driving policy and/or plan must be submitted with the bid. **(Attach to bid)**.  
This policy/plan will be reviewed by the Orange Police Department.
- G. Contractor will annually provide written evidence of an "in-house" continuing education (CEU) program overseen by a NJSDOH-OEMS certified EMT Instructor. Said program may be supplemented by external sessions. However, each EMT must document a minimum of twenty-four (24) hours of CEU credits annually in accordance with the guidelines of the National Registry of EMT's. Supervisors will have a minimum 3-years experience with a paid EMS provider. The supervisor must also have received WMD training, ICS-200 and a certification in defensive driving.
- H. The Contractor will insure that all employees performing duties under this contract will speak and write the English language.
- I. The Contractor will provide each employee with an identification badge which shall be displayed on their outer garment, at all times, while on duty. The badge shall include the following information as a minimum.
1. The Contractor's business name.
  2. The employee's name.
  3. The employee's job title.
  4. A recent photograph of the employee.
- J. All personnel employed by the Contractor in performance of this contract shall abide by all applicable Federal, State and Local laws and regulations. The City of Orange reserves the right to require removal from the job site, any Contractor's employee(s) for misconduct or security reasons. Removal of any such employee(s) for such cause does not relieve the Contractor of the requirement to provide sufficient personnel to perform the required task/services specified in this contract.
- K. Personal Appearance
- The Contractor will insure that all employees performing under this contract shall maintain a neat and clean appearance at all times while on duty. The Contractor will further insure that all employees, while on duty, will be dressed in complete and appropriate uniform consisting of a



standardized uniform shirt, dark trousers, black safety shoes, dark uniform coat and proper identification badge worn on the outer garment.

**L. Medical/Physical Requirements**

The Contractor will insure, at his cost and expense, that all employees who will perform under this contract, successfully complete an annual physical examination. The contractor bears the responsibility of employing persons to work under the scope of this contract who are certified by the physician conducting the physical examination as completely fit to perform all duties that they will be so required to by their employer. Employees failing any part of the physical examination will not be allowed to perform services under this contract. Physical examination will include all items as indicated in Annex B.

**M. Organization**

Ten (10) days prior to the commencement of services under this contract, the Contractor will provide the City of Orange a copy of his organization chart pertaining to this contract. Revisions, as they occur, will be immediately provided to the City of Orange. The Contractor will designate in the organization chart a single point of contact (POC) and alternate by job title, as well as other appropriate designations. Any changes to this organizational chart must be made in writing within 24 hours of the change.

**10. Quality Control**

- A. The Contractor shall supply with the bid a copy of its quality control program (QCP) to assure that the requirements of this contract are accomplished as specified as well as to ensure that all services rendered are of a quality meeting professionally recognized national and state standards of care. (Quality Control Program will be attached to bid)

Any revisions to the QCP will be submitted to the Designated Agent for approval. The QCP will include but not be limited to the following:

1. An inspection system covering all required services. Areas to be inspected on either a scheduled or unscheduled basis and the title of the individual who will perform the inspection.
2. A method of identifying deficiencies in the quality of service rendered before the level of that service becomes unacceptable.
3. A file of all inspections conducted by the Contractor and corrective actions taken on noted deficiencies. All inspection documents will be available to the designated City Agent upon request during the term of his contract.



4. The Contractor will develop a security plan to include base, communications, vehicles, equipment and personnel. The security plan will also provide a system of key control.
5. The Contractor will have a system to review the quality of care provided by all EMS personnel. The system must have the following components:

Quality Control Program Team consisting of;

Medical Director, board certified in Emergency Medicine

NJSDOH-OEMS EMT instructor to ensure that protocol and quality of care is adhered to.

1 field EMT

1 field supervisor

Mechanism for reviewing and reporting issues concerning quality of care.

Review, remediation and disciplinary mechanism for all issues pertaining to quality of care.

Written, off-line, medical protocols, specific to that agency, that have been reviewed and approved by the Contractor medical director.

6. The Contractor will develop a safety plan to provide for preventive measures in the performance of work rendered under the terms of this contract.

**B. Maintenance of Equipment**

The Contractor will maintain all equipment in a safe, sanitary and properly functioning condition as required in ref. 1D. The Contractor will perform an inspection of each vehicle at the beginning of each shift and upon completion of each dispatch, when reasonable, immediately noting and instituting corrective action for noted deficiencies IAW the Contractor's QCP. Additionally, during the first hour of each shift, a walk-around and under-the-hood inspection will be performed on each vehicle with immediate corrections initiated IAW and Contractor's QCP. All medical equipment will be inspected for proper operation and cleanliness at the beginning of each shift and upon completion of each dispatch, when reasonable, with corrective action initiated immediately. Any replacement Vehicle that may be used must meet the same standard as the primary vehicles. This replacement vehicle must be on duty within 1-hour.

All motor vehicle accidents with the Contractor primary vehicles will be reported to Orange Police Department immediately by phone/radio and in writing within 24 hours of the accident.

Spot checks of vehicles and or equipment may be performed by Fire, Police or 911 representatives at any time without notice.

A monthly vehicle maintenance report will be submitted, by the 10<sup>th</sup> of each month for the previous month, to the City of Orange Police EMS Coordinator. All vehicle maintenance reports, as well as a review of the vehicle maintenance facility will be conducted prior to awarding the contract. The maintenance facility must be a duly licensed facility by the State of New Jersey.

**11. Administration:**

- A. The Contractor will be responsible for all direct and indirect expenses associated with the operation of EMS within the City of Orange.
- B. If for any reason the Contractor is unable to provide service or needs to subcontract service for the City of Orange with another vendor, that vendor must be approved by the City of Orange and must comply in all aspects with the provisions set forth in these specifications.
- C. Payments
  - 1. The City of Orange will make payment to the Contractor on the fifteenth (15) day of each month in the amount equal to one-twelfth (1/12) of the annual amount.
  - 2. All such payments shall be credited toward the consideration due to the Contractor by the City of Orange.
- D. Billing rights/schedule of charges **(attached to bid)**
  - 1. The Contractor retains billing rights and may bill the patient, third party or designated agent for all EMS rendered. The Contractor shall provide with the bid a copy of their policy for billing and collections **(attach to bid)**.
  - 2. The Contractor shall supply with the bid a schedule of charges for the most common and anticipated services it will perform under this contract. **(attach to bid)**
  - 3. The successful bidder will notify the City of Orange within ten (10) days prior to any changes in said schedule of charges.

If an emergency circumstance of an extraordinary nature arises, the City of Orange may request additional temporary emergency medical services for the City. Should the Contractor be able to provide said services, then additional compensation will be required.

A per hour and per day rate for these emergency circumstances will be stated on the "BID PROPOSAL FORM ". The Contractor must have the ability to supply this service if needed.

The Contractor will provide administrative support for the functions performed under the terms of this contract including clerical, typing and record keeping activities.

All correspondence relating to this contract will maintained for at least (3) years and is subject to inspection by the Designated Agent.

**E. Inspection and Reports**

1. The Contractor will upon written request, make available for inspection by the Designated Agent within thirty (30) days all of the operating and financial reports pertinent to the provision of EMS under this contract.
2. The Contractor will provide to the City of Orange on a monthly basis the following information within twenty (20) days after the end of each month.
  - a. Dispatches
  - b. Patients treated
  - c. Patients transported
  - d. Non-billable runs
  - e. Record of unusual events
  - f. Hospitals transported to
  - g. BLS Mutual Aid (given/received/requested)
  - h. ALS requested
  - i. Total # of Responses
  - j. Responses broken down into categories (MVA, Cardiac, Seizure, Standby Fire etc...)

**12. Additional Requirements**

**A. Phase-In/phase-Out**

The Contractor will accept total responsibility for all operations required by this contract as of 0001 hours of the first day of the contract period.

The contractors must insure that all personnel become familiar with any and all operations under this contract.

During the sixty (60) day calendar day period prior to the end of this contract the Contractor will remain responsible and liable for the completion of all requirements of the contract which shall begin on or before the final day of performance. The Contractor will not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the successor contractor. The Contractor will cooperate fully with the successor contractor and the City of Orange so as not to interfere with or interrupt the on-going services required by the contract.

- B. The Contractor will submit to the City of Orange with the bid a copy of the bidders Standard Operating Procedure (SOP) addressing the items contained in Annex C. **(attach to bid)**
- C. If the Contractor during the performance of its duties becomes aware of the following situations, the Contractor must report them to Orange Police or Fire Departments:
1. If a crime has been committed.
  2. If there is a fire.
  3. A physical danger presenting to the health, welfare, or safety of the public.
  4. Elder or child abuse.
  5. Social service issues.
  6. The change in the driving status of any of its employees who are operating the vehicles being used under this agreement.

These situations must be reported especially if Orange Police or Fire are not on scene, or if they are on-scene but are not aware of the circumstances.

- D. The Contractor will provide care for all EMS requests at a standard that is equal to the recognized and approved national and state standards for emergency medical pre-hospital care. It is the Contractors responsibility to maintain the standard of care and stay apprised of all updates and changes that may affect patient care.
- E. The Contractor is expected to review and assist with the maintenance of the City of Orange Emergency Management Annex for Emergency Medical Services as well as assist with the response for EMS at HAZMAT incidents. The response plan is expected to be maintained in a state of readiness and must be implemented by the Contractor for medical response at incidents where appropriate and/or when at the discretion of Orange Police or Fire. The Contractor is expected to implement the Incident Management System as needed for all incidents within the City of Orange as well as coordinate and provide the following response in the event of a large scale incident or MCI:

Fieldcom/command post for EMS

Integrated response for all incidents with Orange Police and Fire, assuming the EMS Branch Director position for same, and coordinating response within the City of Orange. The Contractor will also assume responsibility for the medical unit under logistics

when the incident command system is initiated within the City of Orange.

Mass casualty supplies and equipment

Forms/reports for on-scene tracking of any and all large scale/mass gathering incidents

On-scene coordination of mutual aid EMS responders

Completion of any and all reports necessary for the City of Orange Office of Emergency Management

Pre-planning for events/incidents as necessary

Function at the direction of Orange Fire Department for HAZMAT response, and provide, along with the designated MICU agency, all pre and post entry physicals for HAZMAT team members (the Contractor is expected to operate in the "cold" zone in level "D" protection and work only on patients/victims that have been decontaminated)

During a Critical Police Incident EMS must function under the direction of the Police Department and must remain in an area that is designated safe for patient care.

- F. The City of Orange reserves the right to inspect and investigate all bidders with respect to their facilities, equipment, personnel and business reputation in order to determine the ability to comply with the provisions of this contract. The bidders agree to make the aforementioned items available for inspection upon request and understand that failure to do so will be interpreted as non-compliance on behalf of the contractor with this bid provision.
- G. The City of Orange Township will evaluate all bids and an award will be made to the lowest responsible bidder. The Council of the City of Orange Township reserves the right to reject any or all bids and to waive any informalities or irregularities in bids received. It may accept a Bid that in its judgment will be for the best interest of the City of Orange Township.
- H. Bidders must submit with their proposal a list of Municipalities presently being serviced by them, for at least two (2) years. Included in the list shall be the name, address and telephone number of a person to contact for reference purposes (attached to bid)

**13. Breach/Default/Cancellation**

**A. Breach**

- 1. In the event of breach or threatened breach of this contract by either party, the other party shall be entitled to an injunction restraining

such other party from breach without showing or proving any actual damage sustained. Any action for Contractor's breach of this contract shall be separately maintainable by the City of Orange Township. It is specifically acknowledged that disclosure of any normally confidential business information relative to this contract to anyone not involved in the maintenance of said contract may constitute a material breach and shall be grounds for cancellation of this contract.

2. In the event that all, or any part of, the insurance required in paragraph eight (8) of this contract is reduced or canceled, the City of Orange shall have the right to terminate this agreement upon five (5) days written notice.
3. In the event that the State of New Jersey fails to license or suspends the contractor, his vehicles and/or his personnel for proper cause, then this contract shall terminate automatically without notice to either party and, thereafter, neither party shall have any further obligations to the other to perform under this contract with the exception that all monies owed for services prior to termination shall be immediately payable to the Contractor.

#### B. Default

1. If the Contractor shall be adjudicated **bankrupt**, or shall make a general assignment for the benefit of creditors, or take benefit of any insolvency act, or if a receiver or trustee of the interest of the Contractor shall be appointed by a court of competent jurisdiction, or if after the commencement of this contract the Contractor's business shall be closed for a period of three (3) days for any reason whatsoever other than with the written consent of the City of Orange, then in such an event the Contractor shall be considered in default and this contract will be terminated.
2. The Contractor shall not have the right to sell, assign, mortgage, pledge, give away or otherwise transfer this contract.
3. In the event that the Contractor does not furnish all of the services and perform all of the obligations as provided in this contract, the City of Orange Township may terminate this agreement upon sixty (60) days written notice to the Contractor, and, thereafter, neither party shall have any further obligations to the other to perform under this contract with the exception that all monies owed for services prior to termination shall be immediately payable to the Contractor.

#### C. Cancellation

Any notice given pursuant to the terms of this contract shall be effective upon mailing by certified mail, returned receipt requested to the other party at the address of such other party herein set forth.



All notices to the City of Orange shall be addressed to the attention of the Mayor.

**14. Entire Contract:**

This contract contains the entire contract of the parties, and no oral representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect.

**15. Waiver:**

The failure of the City of Orange Township to exercise any power given it hereunder or to insist upon strict compliance by the Contractor of any obligation hereunder, shall not constitute a waiver of the City's right to demand strict compliance with the terms hereof.

**16. Modifications:**

This contract shall not be altered, modified or changed unless in writing and signed by both parties.

**ANNEX A**

**STAFF ROSTER**

▯  
TRADE NAME OF SERVICE \_\_\_\_\_ DATE PREPARED \_\_\_\_\_

▯ TOTAL NUMBER OF PAGES \_\_\_\_\_ THIS IS PAGE NUMBER \_\_\_\_\_

▯  
TYPE THE FULL NAME AND THE TRAINING OF EACH PERSON WHO STAFFS YOUR "EMERGENCY AMBULANCE" VEHICLES.

▯  
ALPHABETICAL ORDER. \_\_\_\_\_ NJSDOH EMT \_\_\_\_\_ EXPIRATION  
LAST NAME, FIRST, MIDDLE INIT. \_\_\_\_\_ COURSE NO. \_\_\_\_\_ DATE  
▯



## ANNEX B

### MEDICAL/PHYSICAL REQUIREMENTS

Contractor employees will have a physical examination by a licensed physician, to include the following:

A. Functional Requirements:

1. Heavy lifting, 45 pounds and over.
2. Heavy carrying, 45 pounds and over.
3. Straight pulling.
4. Pulling hand over hand.
5. Reaching over shoulder.
6. Use of fingers
7. Both hands required.
8. Walking.
9. Standing.
10. Crawling.
11. Kneeling.
12. Repeated bending.
13. Climbing, legs only.
14. Climbing, use of legs and arms.
15. Both legs required.
16. Operation of a motor vehicle.
17. Ability for rapid mental and muscular coordination simultaneously.
18. Near vision correctable at 13" to 16" to Jaeger 1 to 4.
19. Depth perception.
20. Ability to distinguish basic colors.
21. Ability to distinguish shades of colors.
22. Hearing (aid permitted).
23. Emotional stability.

B. Medical Requirements:

1. Fit tested for TB respirators.
2. Tuberculosis test. (2 per year minimum)
3. Hepatitis B vaccination.
4. Electrocardiogram.
5. Vital signs.
6. General Assessment of Mental Condition.

C. Environmental Factors:

1. Outside.
2. Outside and inside.
3. Excessive heat.
4. Excessive cold.
5. Excessive humidity.
6. Excessive dampness or chilling.
7. Dry atmospheric conditions.
8. Excessive noise.
9. Constant noise.
10. Dust.
11. Fumes, smoke or gases.
12. Grease and oils.
13. Slippery or uneven walking surfaces.
14. Working around machinery with moving parts.
15. Working around moving objects or vehicles.
16. Working closely with others.
17. Working alone.
18. Contact with infectious and communicable diseases.

## ANNEX C

### STANDARD OPERATING PROCEDURES

The following subjects will be addressed in order as shown below:

1. Purpose
2. Organization
3. Responsibilities
4. Access to facilities
5. Accident injuries
6. Ambulance policy guidelines
7. Attendance
8. Base maintenance
9. Certification of employees and equipment
10. Conduct and appearance
11. Emergency disaster plan
12. End of shift reporting
13. Essential/critical personnel
14. Fire dispatch
15. Infection control
16. Key control
17. Linen
18. Logistics
19. Medical / physical requirements (as in Annex B)
20. Nuclear / chemical accident
21. Oxygen
22. Patient care record
23. Patient transportation
24. Physical security
25. Parking of ambulances (unattended)
26. Radio communications and repairs
27. Refueling vehicles
28. Reports
29. Safety
30. Service coverage
31. Severe weather
32. Telephone communications and repairs
33. Training
34. Transportation of remains
35. Uniforms
36. Vehicle breakdowns
37. Vehicle cleanliness
38. Vehicle operation

