

CITY OF VINELAND

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PREMIER ORTHOPAEDIC ASSOCIATES OF SOUTHERN NEW JERSEY, 298 SOUTH DELSEA DRIVE VINELAND NEW JERSEY FOR PROFESSIONAL MEDICAL EXAMINATION, EVALUATION AND TREATMENT

WHEREAS, as a result of the inability of Inspira Health Network to continue to provide Occupational Health Services, Ancillary Services in accordance with Resolution 2014-388, it is necessary for the City of Vineland to seek a Professional services Agreement to provide such services; and

WHEREAS, Premier Orthopedic Associates of Southern New Jersey (Premier) has submitted a proposal for such services and it is determined that Premier is a medical professional provider with years of experience; and

WHEREAS, Premier has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open contract which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Premier from making any reportable contributions through the term of the contract or its extension to a political or candidate committee in the City of Vineland ; and

WHEREAS, the Local Public Contract Law (NJSA 40A:11-1, et seq.) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Premier Orthopedic Associates of Southern New Jersey, 298 South Delsea Dr., Vineland, NJ, for professional medical examination, evaluation and treatment in accordance with the proposal, attached hereto and made a part hereof commencing upon the adoption of this Resolution and ending on September 23, 2016.

2. That this Professional Services Agreement is awarded without competitive bidding in accordance with NJSA 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.

3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form be placed on file with the Resolution.

4. That a notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

PROPOSAL

To the Purchasing Agent
of the City of Vineland

The undersigned proposer declares he/she has read the Notice to Bidders, Instructions to Bidders, and Scope of Services attached, that he/she has determined the conditions affecting this proposal and agrees, if this proposal is accepted and contract awarded, to furnish and deliver the following:

Post-Offer Physical Examination	\$ <u>125.⁰⁰</u>
Firefighter Physical Examination	\$ <u>175.⁰⁰</u>
Emergency Medical Technician Physical Examination	\$ <u>225.⁰⁰</u>
Police Officer & Police Dispatch Physical Examination	\$ <u>225.⁰⁰ + 175.⁰⁰</u>
Community Nursing Physical Examination	✓ \$ <u>225.⁰⁰</u>
Hazardous Materials Physical Examination	\$ <u>230.⁰⁰</u>
Respirator Clearance Examination	\$ <u>100.⁰⁰</u>
Bloodborne Pathogen Post-Exposure Examination	\$ <u>150.⁰⁰</u>
Bloodborne Pathogens Post Exposure Prophylaxis Treatment →	\$ <u>760 - Boston Cost</u>
Bloodborne Pathogens Post Exposure Follow-Up Evaluation	\$ <u>150 - 150.⁰⁰</u>
Hepatitis B Vaccination	\$ <u>75.⁰⁰</u>
Hepatitis B Titer & Booster	\$ <u>75.⁰⁰</u>
DOT/CDL Physical Examination	\$ <u>75.⁰⁰</u> ✓
DOT & Non-DOT Drug Screening (Post-Offer/Random/Post-Accident/ Reasonable Suspicion)	\$ <u>25</u>

Schedule A (continued)

Respirator Clearance Examination

Review and interpretation of Respiratory Medical Questionnaire and/or Physical examination, pulmonary function screening, chest x-ray w/interpretation, complete past & current work/occupational injury/medical history.

Bloodborne Pathogen Post-Exposure Examination

Physical examination, initial counseling, HIV screening, Hepatitis B screening, Hepatitis C screening, Hepatitis B vaccination series if necessary or titer and/or booster, hepatitis A vaccine if applicable, tetanus vaccination if applicable. (Post Exposure Examination requirements in accordance with this Paragraph are to be billed through Worker's Compensation)

Bloodborne Pathogens Post Exposure Prophylaxis Treatment

For post bloodborne exposure, antiviral treatment to be determined by treating physician. If applicable, required blood work, urine pregnancy test, liver profile. (Post Exposure Examination requirements in accordance with this Paragraph are to be billed through Worker's Compensation)

Bloodborne Pathogens Post Exposure Follow-Up Evaluation

Third, sixth, and twelfth month following initial examination HIV screening, Hepatitis C antibody, professional counseling. (Post Exposure Examination requirements in accordance with this Paragraph are to be billed through Worker's Compensation)

Hepatitis B Vaccination

Individual or series of three injections.

Hepatitis B Titer & Booster

Hepatitis antibody screening, Hepatitis booster if necessary.

DOT/CDL Physical Examination

Physical examination, vision, urinalysis, audiology examination, complete past & current occupational injury/medical history, issuance of medical clearance certificate.

DOT & Non-DOT Drug Screening (Post-Offer/Random/Post-Accident/Reasonable Suspicion)

Drug Screening with review by certified medical review officer.

DOT & Non-DOT Breath Alcohol Testing (Random/Post-Accident/Reasonable Suspicion)

Breath alcohol testing by certified breath alcohol technicians (BATC).

Baseline or Annual Audiogram Testing

Baseline post-offer by Department or annual testing and review of abnormal tests.

Schedule A (continued)

Treatment of Initial Work Related Injuries & Illnesses

Required treatment for work related injury and/or work-related illnesses and/or referral to specialist.

Follow-Up Examination for Work Related Injuries & Illnesses

Required ongoing treatment for work related injuries and/or work related illnesses, including laboratory services, radiological services, medical or rehabilitation.

Consulting/Referral Services Required for the Following:

Infection Control
Infectious Disease
Audiology
Ophthalmology
Internal Medicine
Orthopedics
Ear, Nose, & Throat
Pulmonology
Neurology
General Surgery
Radiology
Rehabilitation

PROPOSAL SUBMISSION

Three (3) copies of the Proposal, **INCLUSIVE OF ALL** information must be provided to the City's Purchasing Agent. Proposals are due by **11:00 am on Wednesday, August 20, 2014**. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the RFP clearly marked on the outside. It is recommended that each proposal package be hand delivered. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, e-mail or telephone is **NOT PERMITTED**. Delivery of a proposal to any other City of Vineland Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department. It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Certification of Non-Involvement in Prohibited Activities In IRAN. Pursuant to N.J.S.A. 52:32-58, all proposals submitted in response to this bid must include the bidder's certification that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(3)), is listed on the State of New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. The attached Disclosure of Investment Activities in Iran Form, must be completed and submitted by each bidder with the proposal. Failure to complete the certification will render a bidder's proposal non-responsive. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids/proposals. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor; Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

OFFICE OF STATE COMPTROLLER REGULATION

Pursuant to N.J.A.C. 17-44-2.2, the vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/three million (\$3,000,000.00) annual aggregate shall be provided to the City prior to contract award.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names, shall not be considered.

Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

Term of Contract

This shall be a one (1) year contract commencing on or about September 1, 2014 through August 31, 2015, with option for renewal for two additional one-year periods.

Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the owner shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing to the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Document.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Contractors shall be required to sign a City voucher for payment.

Annual Disclosure Statement on Political Contributions

The contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is

the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent shall be required to execute a Vineland City contract.

REQUIRED DOCUMENTATION

The following shall be included with your proposal:

1. Check List
2. Proposal Form, Signed and Dated
3. Acknowledgement Receipt of Addenda
4. Non-Collusion Affidavit
5. Mandatory Equal Employment Language
6. Affirmative Action Compliance Notice
7. Stockholder Disclosure Certification
8. Disclosure of Investment Activities In Iran
9. Political Contribution Disclosure Form
10. New Jersey Business Registration Certificate