**WEDNESDAY, APRIL 17, 2024 AT 2:00 PM – WRITTEN QUESTIONS DUE**

**TUESDAY, APRIL 23, 2024 – Q&A E-MAILED TO ALL POTENTIAL BIDDERS**

**TUESDAY, APRIL 30, 2024 AT 2:00 PM – BIDS DUE**

**1.0 PURPOSE AND INTENT**

This Bid Solicitation is issued by the New Jersey Department of Military and Veterans Affairs (NJDMAVA). The purpose of this Bid Solicitation is to solicit Quotes for the transport and escort of residents to and from the New Jersey Veterans Memorial-Homes (NJVM-H) (Nursing Homes) for the period of July 1, 2024 through June 30, 2027.

The intent of this Bid Solicitation is to award up to 3 Contract awards those responsible Vendors {Bidders} whose Quotes, conforming to this Bid Solicitation are most advantageous to NJDMAVA, price and other factors considered. The number of awarded Blanket P.O.s will be based on the provision of a Primary provider for all services in each region. NJDMAVA may award any and all price lines to one or more bidders.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation will apply to all Blanket P.O.s made with NJDMAVA. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

**1.2.1 REGIONS**

For the purposes of this Bid Solicitation, NJDMAVA will be divided and awarded as three (3) separate regions, as listed below. The successful bidder(s) must service **ALL** counties **within its region**:

|  |  |  |
| --- | --- | --- |
| **North Region** | **Central Region** | **South Region** |
| Bergen County | Burlington County | Atlantic County |
| Essex County | Hunterdon County | Camden County |
| Hudson County | Mercer County | Cape May |
| Morris County | Middlesex County | Cumberland County |
| Passaic County | Monmouth County | Gloucester County |
| Sussex County | Ocean County | Salem County |
| Union County | Somerset County |  |
| Warren County |  |  |

1. The Paramus Veterans Memorial Home is located in the North Region (Bergen County);
2. The Menlo Park Veterans Memorial Home is located in the Central Region (Middlesex County); and
3. The Vineland Veterans Memorial Home is located in the South Region (Cumberland County).

**1.2.2 METHOD OF ENGAGEMENT**

At Blanket P.O. award, NJDMAVA will identify one (1) Prime Vendor {Contractor} in each region for the services encompassed by this Bid Solicitation. The Prime shall first receive all requests for transportation calls. Should the Prime not be able to meet the time requirements noted in Section ***Scheduled Transport Wait Times***, of this Bid Solicitation or if the Prime Vendor {Contractor} is not able to bring the NJVM-H resident to his or her appointment on time, then Alternate Vendors shall be engaged to provide the service via Delegated Purchasing Authority (DPA).

**1.2.3 KEY EVENTS**

**ELECTRONIC QUESTION AND ANSWER PERIOD**

NJDMAVA will electronically accept questions and inquiries from all potential Vendors {Bidders} by the specified dates and times.

1. Questions should be directly tied to the Bid Solicitation and asked in consecutive order, from beginning to end, following the organization of this Bid Solicitation; and
2. Each question should begin by referencing the Bid Solicitation page number and section number to which it relates.
3. All questions and answers will be forwarded to all bidders after the close of the Q&A period.

**SUBMISSION OF QUOTES**

In order to be considered for award, the Quote must be received by the Procurement Bureau of NJDMAVA at the appropriate location by the required time.

Vendors {Bidders} shall submit a Quote electronically.

**QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING ARE INDICATED AT THE BEGINNING OF THE BID SOLICITATION.**

**IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE FORWARDED TO ALL VENDORS.**

**PRE-QUOTE DOCUMENT REVIEW**

The following are publicly available documents that a Vendor {Bidder} needs to review in order to prepare and submit accurate and comprehensive Quotes:

1. N.J.A.C. 8:40-5.3 - Department of Health and Senior Services, Mobility Assistance Vehicle and Basic Life Support Ambulance Services, Required Crewmembers;
2. N.J.A.C. 13:59-1 et. seq. – New Jersey Criminal History Records Information. Request for Criminal Background Check;
3. N.J.A.C. 8:40-1 et. seq.. - Department of Health and Senior Services, Mobility Assistance Vehicle and Basic Life Support Ambulance Services;
4. N.J.A.C. 8:40A-1 et. seq.. - Department of Health and Senior Services, Emergency Medical Technicians - Basics: Training and Certification; and
5. N.J.S.A. 39:3-10 – 2013 New Jersey Revised Statutes Title 39 – Motor Vehicles and Traffic Regulations, Licensing of Drivers; Classification.

**2.0 ADDITIONAL INFORMATION**

**BID AMENDMENTS: Revisions to this BID SOLICITATION**

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by forwarded to all vendors. It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all revisions related to this procurement.

**VENDOR {BIDDER} Responsibility**

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Vendor’s {Bidder’s} failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

**COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this Bid Solicitation.

**2.1 GENERAL DEFINITIONS**

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or Bid Solicitation** – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this Bid Solicitation issued by the Bureau. Bid Amendments, if any, will be issued prior to Quote opening.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Days After Receipt of Order (ARO)** – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

**Master Blanket Purchase Order (Blanket P.O.)** – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by NJDMAVA, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by NJDMAVA along with any attachments, Bid Amendment or other supporting documents, or post-award documents.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Must** – Denotes that which is a mandatory requirement.

**No Bid –** The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

**No Charge –** The Vendor {Bidder} will supply an item on a price line free of charge.

**Procurement Bureau** **(Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Blanket P.O.(s) to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this Bid Solicitation.

**QRGs** – Quick Reference Guides.

**Quote –** Vendor’s {Bidder’s} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

**Retainage** – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

**Revision** – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**State** – The State of New Jersey.

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**Price Sheet** – The bidding document created NJDMAVA and attached to this Bid Solicitation on which the Vendor {Bidder} submits it proposal pricing as is referenced.

**Subcontractor** – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor’s {Contractor's}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

**Task** – A discrete unit of work to be performed.

**Unit Cost –** All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity.

**Vendor {Bidder}** – An entity offering a Quote in response to the Division’s Bid Solicitation.

**Vendor {Contractor}** – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

**BLANKET P.O.-SPECIFIC DEFINITIONS/ACRONYMS**

**Alternate Vendor {Contractor}** – Refers to the awarded Vendor {Contractor} charged with the completion of scope of work engagements in the event that the Primary Vendor {Contractor} is bypassed.

**Call Center Project Manager** –A Vendor {Contractor} employee charged with the provision of call center and logistics management under the terms of this Blanket P.O.

**Certified Nursing Assistant (CNA)** –An individual who helps patients with healthcare needs under the direct supervision of a Registered Nurse (RN) or a Licensed Practical Nurse (LPN).

**CMS** –Centers for Medicare and Medicaid Services.

**Do Not Resuscitate (DNR) Order** –A medical order written by a doctor that instructs health care providers (and transport personnel) not to do cardiopulmonary resuscitation (CPR) if a patient's breathing stops or if the patient's heart stops beating.

**EMT-B** – Emergency Medical Technician-Basic.

**Escort** –A person who remains with and monitors a resident who cannot be left alone.

**Facility Manager** –The NJVM-H’s CEO or designee.

**Livery Service** – Non-emergency transportation requiring extra care (guided assistance) in addition to the actual transportation to their medical, educational or vocational appointments.

**MAV/Invalid Coach** – Mobility Assistance Vehicle.

**MAVT** –Mobility Assistance Vehicle Technician.

**Multi-loading (Ride Sharing)** –The act of transporting more than one (1) person to one (1) or more destinations.

**NJDMAVA** –New Jersey Department of Military and Veterans Affairs.

**NJVM-H** – New Jersey Veterans Memorial-Home.

**Prime Vendor {Contractor}** –Refers to the awarded Vendor {Contractor} charged with the overall completion of all scope of work engagements unless bypassed by the SCM during the Method of Engagement

**Responsible Person(s)** –The person legally responsible for payment on an account.

**Subscription Service** – Aprearrangedservice provided for a fixed period of time.

**Will Call** – A telephone request, from the SCM/SCM designee to the Vendor {Contractor’s} Call Center Project Manager, for a return pickup of a resident. Will Call services are scheduled without a specifically set time; but, they must be performed within one (1) hour of when the request was made.

**3.0 SCOPE OF WORK**

**3.1 GENERAL REQUIREMENTS**

**3.1.1 DMAVA**

The New Jersey Veterans Memorial-Homes (NJVM-H) locations are as follows:

1. Vineland Veterans Home, 524 N. West Blvd., Vineland, NJ 08360;
2. Menlo Park Veterans Home, 132 Evergreen Rd., Edison, NJ 08818; and
3. Paramus Veterans Home, One Veterans Drive, Paramus, NJ 07652

The Vendor {Contractor} shall, at a minimum:

1. Conduct all services in compliance with all applicable laws and regulations, including but not limited to those mandated under the Omnibus Budget Reconciliation Act of 1987 (OBRA), the Center for Medicare and Medicaid Services (CMS), Health Insurance Portability Accountability Act of 1996 (HIPAA); Health Information Technology For Economic and Clinical Health Act of 2009 (HITECH); and New Jersey Department of Health, Division of Long-Term Care and Rehabilitation Standards;
2. Ensure that neither the Vendor {Contractor} nor its employees undertake the practice of medicine, render medical opinions or services, or in any manner treat residents, other than to provide the transportation services requested, except for any necessary emergency services reasonably required and within the scope of training and certification of the respective employee(s) (e.g. First Aid, Cardiopulmonary Resuscitation (CPR), Heimlich Maneuver, etc.). Note: The Vendor {Contractor} shall ensure that its driver, and its Escort are versed in and acknowledge the resident’s wishes with respect to care while in transport (e.g. Do Not Resuscitate (DNR) Order and etc.); and
3. Ensure that it meets scheduling/timeliness requirements as noted herein (Sections 3.3 - *Transportation Services* and 3.5 – Call Center Responsibilities, of this Bid Solicitation. These requirements will be evaluated on a weekly basis by the SCM. Failure of the Vendor {Contractor} to meet these requirements may result in a formal complaint being filed with the Vendor {Contractor} Contract Compliance and Audit Unit (CCAU).

**NOTE:** It is recommended that the Vendor {Contractor} have a vehicle depot in the same region as the DMAVA facility it services in order to support the required service level percentages;

**3.1.2 PROJECT LAUNCH MEETING (pLM)**

The Vendor {Contractor} shall schedule and meet in person with the State Contract Manager (SCM) within 15 business days after Blanket P.O. award.  This meeting shall include discussion on topics including, but not limited to:

1. Project intent and scope;
2. Proper methods and channels of communication between the Vendor {Contractor} and the SCM;
3. Development of reporting format and mechanisms; and
4. Any additional information pertinent to Blanket P.O. operation.

**3.2 TRANSPORT VEHICLES & Staffing**

The Vendor {Contractor} shall be capable of providing the following modes of transport vehicles, as requested:

* 1. **Ambulance** – Absent the granting of a temporary waiver for staffing requirements by the Department of Health, all ambulances shall be staffed by at least two (2) Emergency Medical Technicians-Basic (EMT-Bs) certified by the New Jersey Department of Health’s (NJDOH) Office of Emergency Medical Services. The Vendor {Contractor} shall provide copies of all current EMT certificates earned by the EMT(s) who will accompany the resident at the onset of the Blanket P.O. and update accordingly on renewal, dismissal, or as relevant changes occur;
  2. **Mobility Assistance Vehicle** (**MAV)/Invalid Coach** – Absent the granting of a temporary waiver for staffing requirements by the Department of Health, all invalid coaches shall be equipped with hydraulic wheelchair lifts with safety rails, a resident restraining belt, wheel stops on the front and back of the ramp and a manual backup system for raising and lowering residents if necessary. The ramp shall be permanently fastened to the vehicle and capable of accommodating a load of at least 500 pounds pursuant to N.J.A.C. 8:40-5.7(a). The invalid coach shall be staffed by at least one (1) Mobility Assistance Vehicle Technician (MAVT) (Note: The Mobility Assistance Vehicle Technician (MAVT) may also be the driver of the Mobility Assistance Vehicle (MAV)/Invalid Coach);

* 1. **Backup Vehicle** – The Vendor {Contractor} may provide a back-up/support transport vehicle at the NJVM-H locations. In the event that the Vendor {Contractor} provides a back-up/support vehicle, the mode of transport type shall be one (1) of the vehicles noted in Bid Solicitation Section 3.2 A through C. Additionally, the vehicle shall be in working order at all times while at the NJVM-H. The maintenance and upkeep of all back-up vehicles shall be solely the Vendor’s {Contractor’s} responsibility. In the event that a backup vehicle is needed and used for transport services, the State will compensate the Vendor {Contractor} based on the awarded rate for the appropriate transport vehicle type listed above. Hourly charges for backup vehicles shall begin when transportation is actually provided. In the event that the Vendor {Contractor} does not have a back-up vehicle and there is an immediate need for transport, DMAVA may use an alternate vendor to fulfill the immediate need.

D. **Car/Livery Vehicle** – A four-door mid-size sedan or van staffed with a driver.

**3.2.1 VEHICLE AVAILABILITY**

**3.2.1.1 DMAVA**

All mandatorily required transport vehicles (Reference Bid Solicitation Section 3.2 (A-D)) shall be available seven (7) days per week, 24 hours per day, including holidays. Additionally, transport vehicles shall be equipped with long-range, two-way radio equipment and shall have open communication with the Vendor’s {Contractor’s} Communication Center at all times.

Subcontracting of transportation services is allowed under this Blanket P.O. However, the awarded Vendor {Contractor} shall ensure that its subcontractor adheres to the stipulated response times set forth in the Blanket P.O.

**3.2.2 VEHICLE REQUIREMENTS**

All transport vehicles shall, at a minimum:

1. Be equipped to meet all applicable local, State, and federal requirements;
2. Meet all applicable licensure requirements established by the Motor Vehicle Commission (must be properly registered and insured throughout the duration of the Blanket P.O.) and NJDOH; Office of Emergency Services;
3. Be maintained in a safe and clean operating condition; and
4. Be able to operate in inclement weather.

**3.2.3 OXYGEN**

The Vendor {Contractor} shall provide supplemental oxygen in any ambulance vehicle, and should have it available for all other modes of transport upon request. For invalid coaches, consistent with N.J.A.C. 8:40-5.3(c), a patient who is receiving oxygen from a portable supply routinely utilized by the patient may be transported in a Mobility Assistance Vehicle (MAV) without the presence of an Emergency Medical Technician (EMT), provided that there is no need for the MAV staff member to monitor, regulate, or control the oxygen system.

The Mobility Assistance Vehicle Technician (MAVT) may also be the driver of the Mobility Assistance Vehicle (MAV)/Invalid Coach.

**3.2.4 REQUESTING VEHICLES**

The NJVM-H shall determine the type of vehicle needed when scheduling transports with the Vendor {Contractor} If for any reason the requested vehicle is not available and the available vehicle cost is higher than the requested vehicle, the Vendor {Contractor} may request approval from the NJVM-H to substitute the available higher cost vehicle and shall be compensated at the rate of the original lower cost vehicle. The Vendor {Contractor} shall ensure that an adequate number of vehicles are available to perform the required services as described. When it is not specified by the NJVM-H, the Vendor {Contractor} shall determine and authorize the most appropriate overall economical mode of transportation as charged to the agency requesting transportation services.

**3.3 TRANSPORTATION SERVICES**

**DMAVA**

The Vineland facility is licensed to have 300 resident beds but currently has a daily census of 220. Vineland presently averages 171 round trips per month.

The Paramus facility is licensed to have 336 resident beds but currently has a daily census of 197. Paramus presently averages 200 round trips per month.

The Menlo Park facility is licensed to have 312 resident beds but currently has a daily census of 162. ­­­­­ Menlo Park presently averages 40 round trips per month.

For the different modes of transportation and the number of related trips:

1. Vineland averages 27 round trip Basic Life Support (BLS) transports/month and 144 round trip wheelchair transports/month;
2. Menlo Park averages 10 round trip Basic Life Support (BLS) transports/month and 148 round trip wheelchair transports/month;
3. Paramus averages 1 round trip Basic Life Support (BLS) transports/month and 199 round trip wheelchair transports/month.

Please note that past Blanket Purchase Order usage is not a guarantee of future usage. The intended awardees are advised that there is no minimum level of work guaranteed under this Blanket Purchase Order.

**3.3.1 SCHEDULED TRANSPORT**

The Vendor {Contractor} shall provide scheduled transport service with a minimum of 24 hours advance notice. Emergency Services (911 calls) shall not be covered under this Blanket PO. All trips shall begin when the transportation vehicle arrives for pickup and end upon resident/client drop off to his/her final destination.

**3.3.1.1 SCHEDULED TRANSPORT WAIT TIMES**

Instances of excessive wait times will be monitored by the SCM through monthly reports, as well as communication received by the individual NJVM-Hs. The Vendor {Contractor} shall ensure that residents arrive at pre-arranged times for appointments and are picked up at pre-arranged times.

The Vendor {Contractor} shall wait at least 30 minutes from pick up time before leaving the location without the client and recording the client as a “no show.” The Vendor {Contractor} must receive documented approval from the Facility State Contract Manager (SCM) before leaving the facility due to a “no show.” In the event of a confirmed and documented “no show”, the Vendor {Contractor} may bill for a period of 2 hours in conjunction with the specified scheduled service requested.

**3.3.2 NON-SCHEDULED URGENT TRANSPORT**

NJVM-Hs may have additional cases that are urgent; however, do not constitute an emergency (need for emergent 911 care), but shall require same day transportation and pickup within two (2) hours of receipt of a call from the Vendor’s {Contractor’s} Trip Coordinator. If the Vendor’s {Contractor’s} Trip Coordinator is not on duty at the time to coordinate non-scheduled urgent transportation, then the resident shall be picked up within two (2) hours of receipt of a call from the SCM, or SCM’s designee.

**3.3.3 MULTI-LOADING (SHARED) TRANSPORT**

The Vendor {Contractor} must have procedures to prevent excessive ride sharing (multi-loading) of vehicles and excessively long trips. A transportation provider shall be allowed to transport up to two (2) residents at a time who are from the NJVMH. Residents from other facilities cannot be transported in the same vehicle as NJVMH residents. Ninety-percent of ride share (multi-load) trips must take no more than 45 minutes more than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, on a non-shared basis.

NOTE: Failure to provide the required service level percentages will be cause for the Using Agency to file a complaint with the Division’s Contract Compliance and Audit Unit (CCAU), pursuant to Section 3.9 of this Bid Solicitation.

**3.3.4 WILL CALL TRANSPORT**

The Vendor {Contractor} shall ensure that residents arrive at pre-arranged times for appointments and are picked up at pre-arranged times. For approved will call return trip pickups, the Vendor {Contractor} must arrive at the pickup location within one (1) hour of the SCM’s or SCM designee’s notification that the resident is ready for the return trip pickup.

**3.3.5 HOSPITAL DISCHARGES OR ADMISSIONS RESPONSE TIMES**

Response times for cases where a resident is being discharged from a hospital within the region shall be two (2) hours from receipt of call. There may be several community hospital discharges on any given day.

Response times in cases identified as non-emergency direct admissions to acute care hospitals shall have NJVM-H residents picked up within two (2) hours of receipt of call.

**3.4 VENDOR {CONTRACTOR} DRIVERS, EMT’S, MAVTS AND CREW MEMBERS**

The Vendor {Contractor} drivers, EMT’s, MAVT’s, and crew members shall comply with the standards set forth in N.J.A.C. 8:40-1 & 8:40A-1 et. seq., as well as N.J.S.A. 39:3-10. At a minimum, the Vendor {Contractor} shall:

1. Ensure that each individual who is operating a vehicle shall possess a valid driver's license, as required by N.J.S.A. 39:3-10. Licenses shall be made available to a DMAVA staff upon demand;
2. Ensure that each crewmember shall:
   1. Be at least 18 years old;
   2. Possess and clearly display/wear identification detailing his or her first and last name, and the name of the Vendor {Contractor} he/she is representing; and
   3. Dress in clothing, including any outerwear, of a similar uniform appearance that presents a professional appearance.
3. Ensure that absent the granting of a waiver in accordance with N.J.A.C. 8:40A-1.4, no person shall be a transportation provider or staff member if he or she has been accepted into a pre-trial intervention, conditional discharge, or other diversionary program in this State or any other state or convicted of:
   1. Any crime;
   2. Any disorderly persons offense; and/or
   3. A petty disorderly person’s offense involving the possession, utilization, sale and/or distribution of any controlled dangerous substance; representing a risk of harm to the health, safety or welfare of patients, and/or involving patient abuse or patient neglect.
4. Ensure that all drivers and staff members are courteous, patient, and attentive to the needs of all residents when facilitating appointments and transporting residents;
5. Ensure that no employee smokes while in the vehicle, or within 25 feet of the vehicle, or while involved in resident assistance, or in the presence of any resident;
6. Ensure that drivers shall not utilize any type of personal entertainment device or cellular telephone while transporting a resident; and
7. Ensure that drivers assist residents in the process of entering and exiting the vehicle, being seated, confirm that all seat belts are fastened properly, and ensure that all wheelchairs and stretchers (including the occupying resident) are properly secured prior to vehicle movement.

**3.5 CALL CENTER RESPONSIBILITIES**

The Vendor {Contractor} shall:

1. Provide call center accessibility to all NJVM-H facilities client caseworkers 24 hours per day, seven (7) days per week, including holidays; and
2. Confirm all appointments within 24 hours before scheduled pick up.

**3.5.1 CALL CENTER REQUIRED STAFF**

The Vendor {Contractor} shall assign a Call Center Project Manager to coordinate with the VMH Transport Coordinator to handle the overall day-to-day operations necessary for the provision of transportation services, reports, and maintenance of appropriate records and systems of accountability to be reported to the SCM.

**3.5.2 TRANSPORTATION SCHEDULING**

The Vendor’s {Contractor’s} Call Center Project Manager or designee shall schedule and dispatch residents’ transportation in such a manner to ensure that the average waiting time for pickup shall be at least 90% of the time within 15 minutes of the scheduled pickup time, measured on a weekly basis.

Failure to meet these service level wait times or percentage requirements may result in the Using Agency filing a complaint with the Contract Compliance and Audit Unit (CCAU), pursuant to Section 3.9 of this Bid Solicitation.

**3.5.3 SCHEDULING METHOD**

Upon authorization by the SCM, the Vendor {Contractor} shall use a scheduling methodology to schedule NJVM-H resident trips to ensure that trip assignment activities are performed efficiently. The scheduling method shall be capable of accommodating advance reservations, and requests for urgent transport. For example, a trip ticket should be signed both at the time of pickup, and the time of drop off.

**3.6 ESCORTS**

The Escort(s) is someone who shall remain with the resident for monitoring purposes, and who also provides needed care services, as required. The Escort can be the vehicle Driver, an MAVT, or an EMT, as applicable. Escorts shall accompany and remain with residents throughout their medical appointments, and until the resident’s return to the NJVM-H. This includes, but is not limited to, residents with dementia and any other diseases that prohibit them from being left alone, and who also require one-on-one monitoring. In these specific situations, at least one (1) Vendor’s {Contractor’s} employee must wait (actually be present) with the resident at all times from the time of departure from the NJVM-H until return to said facility. In the cases of residents requiring hemodialysis or emergency department transfers, the Vendor’s {Contractor’s} staff shall only remain with the patient from the time of pickup until the time the patient is delivered to the next care giver at the intended destination.

As determined by the NJVM-H, a Certified Nursing Assistant (CNA) provided by the facility, or a family member or aide, may accompany a resident on the transportation vehicle and remain with the resident until return to the facility. Accordingly, the CNA, family member or aide will fulfill the role of escort in that he/she will remain with the resident for the full duration of the appointment, and during the required travel time to and from the NJVM-H.

**Note:** The Vendor {Contractor} shall bill the Using Agency at the Escort rate for the time its staff spends accompanying residents as Escorts on their medical appointments.

**3.7 VENDOR {CONTRACTOR} REQUIREMENTS**

**3.7.1 PERSONNEL REQUIREMENTS**

**3.7.1.1 TIMELINESS**

The Vendor {Contractor} shall ensure that all transport personnel shall report to the resident area at the prescribed time for pickup. Appointment times do not allow for tardiness. Any excessive tardiness, as determined by the requirements set forth in Section 3.5.2 of this Bid Solicitation, shall be grounds for a complaint filed with the Contract Compliance and Audit Unit, Division of Purchase and Property and subject to administrative action.

**3.7.1.2 CRIMINAL BACKGROUND CHECK**

Pursuant to N.J.A.C. 13:59-1 *et. seq.*, as a condition of employment at any State facility and for purposes of determining a person’s qualifications for employment, the Vendor {Contractor} shall undertake a criminal history record background check for all its employees assigned to work at the State facilities. The Vendor {Contractor} shall bear the cost of the criminal history record background check. The Vendor {Contractor} shall be responsible for ensuring that employees are legally authorized to maintain employment in the United States for the duration of the Blanket P.O..

The results of the criminal history background check shall be made available to the SCM prior to the employee’s commencement of work under this Blanket P.O. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State Auditors. If the Vendor {Contractor} has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the SCM may accept the results of the criminal history background check, provided that the check was performed during the Blanket P.O. period or no earlier than six (6) months prior to the Blanket P.O. start date.

**3.7.1.3 CRIMINAL HISTORY RECORD**

The Vendor {Contractor} shall follow all instructions for obtaining a criminal history record background check at www.njsp.org/about/serv\_chrc.html. The Vendor {Contractor} shall not permit any newly hired, rehired, or transferred employee to work in any State facility until the results of the criminal history record background check have been reviewed and cleared by the Contractor.

**3.7.1.4 HEALTH AND DRUG SCREENINGS**

At the Vendor’s {Contractor’s} expense, the Vendor {Contractor} must conduct a five-panel drug screening for each employee providing services prior to being assigned to work under this Blanket P.O. The test must include searches for Tetrahydrocannabinol (THC); Opiates (including Opium, Codeine, Morphine, Demerol, Darvon, Percocet, Percodan, Fentanyl, and Heroin); Cocaine; Phencyclidine (PCP); and various Amphetamines (including Methamphetamines Methylenedioxymethamphetamine (MDMA), 3,4-Methylenedioxy-N-Ethylamphetamine (MDEA), and Methylenedioxyamphetamine (MDA).

Upon request, proof of screenings shall be provided to the SCM within one (1) business day of the request. Additionally, at the Vendor’s {Contractor’s} expense, proof of Tuberculosis (TB) testing and a report of the health status of the employee must be submitted to the NJDMAVA Employee Health Care Officer prior to Vendor {Contractor} employees are assigned to the facility.

**3.7.2 BLANKET P.O. ADMINISTRATION REQUIREMENTS**

**3.7.2.1 REPORTS**

**3.7.2.1.1 TRANSPORTATION SUMMARY REPORT**

The Vendor {Contractor} shall provide a Transportation Summary Report in Microsoft Excel format, summarizing all authorizations of transportation services by mode (i.e. van, car, ambulance etc.) of transportation in accordance with this Bid Solicitation. The data elements shall include at a minimum:

1. Resident’s name;
2. Date of service;
3. Driver’s name;
4. Service type;
5. Pick-up point; and
6. Destination.

This report shall be to the SCM via email, within eight (8) business days after the close of the month being reported.

**3.7.2.1.2 Monthly Summary Report**

The Vendor {Contractor} shall provide a Monthly Summary Report, within 30 days following the month in which services were delivered, in Microsoft Excel format summarizing at a minimum:

1. Transportation request received (Daily transportation request for a given month);
2. Type of Call (i.e. scheduled; non-scheduled urgent; will call hospital discharge/admission);
3. Type of Response;
4. Time call was received and dispatched;
5. Vehicle arrival time at facility and departure time from facility; and
6. Pickup/Drop off times.

**3.7.2.2 RECORDS RETENTION**

The Vendor {Contractor} shall maintain all records for a period of five (5) calendar years following the year of service and shall make such records (operational and financial) available to the State upon request thereof.

**3.7.2.3 incident reporting**

The Vendor {Contractor} shall report in writing all incidents, including accidents, delays in service i.e. cancelled clinic visits, resident’s refusals, and injuries, etc. to the State Contract Manager in writing by close of the same business day following any adverse occurrence. All notifications of incidents reported to the SCM shall be delivered in both email and registered mail form.

Additionally the Vendor {Contractor} shall notify the NJVM-H’s Facility Manager by telephone within two (2) hours of occurrence.

**3.7.2.4 STANDARD OPERATING Manual and PROCEDURES**

The Vendor {Contractor} shall develop and implement operating procedures and the corresponding Operating Procedure Manual, detailing the procedures to be used in scheduling and delivery of transportation services. This manual shall be submitted to the SCM for review and approval at least ten (10) business days prior to commencement of operations.

Note: The Vendor {Contractor} shall administer as many rounds of revisions as required by the SCM until the manual is approved.

The Vendor {Contractor} shall document the licenses and defensive driving certificates of drivers for all transport vehicles. The Contractor shall provide copies to the DMAVA Facility Manager to be maintained on file at each facility.

**3.7.2.5 invoicing**

The Vendor {Contractor} shall confer with the Using Agencies to determine proper billing procedures for each type of service.

**3.7.2.5.1 njDMAVA**

The Vendor {Contractor} shall:

1. Be responsible for billing the Facility SCM;
2. Bill to the nearest half (1/2) hour for transports exceeding 20 minutes beyond a given hour; for example, if a trip takes three (3) hours and 20 minutes, the Vendor {Contractor} shall bill for three and one-half (3.5) hours; and
3. This as an all-inclusive hourly rate (from time of arrival at facility to time at destination and vice-versa, as well as Escort and Evacuation for BLS and MAV.
4. Provide invoices to the NJVMHs no later than the fifteenth of the next month after the month in which services were provided.
5. The NJVMH will be responsible for billing Medicare or other insurance carriers as appropriate.
6. Individual resident invoices may be requested by the NJVMH in order to bill insurances.

NJVM-H will provide accurate and timely information to the Vendor {Contractor} for billing purposes. All invoices will be paid upon receipt of the Vendor’s {Contractor’s} invoice and properly executed State payment voucher.

**3.7.2.6 BILLING INSURANCE**

**3.7.2.6.1 NJDMAVA**

The Vendor {Contractor} shall accept Medicare Part “B” and private insurance payments as payments in full for its services wherever applicable. Services provided at the expense of the resident will be paid by the Home and not billed to the resident.

**3.8 EMERGENCY EVACUATION**

**3.8.1 NJDMVA**

The Vendor {Contractor} shall safely and efficiently relocate NJVMH residents to a predetermined location in the event of a declared State of Emergency, or any other emergency, as declared by the Facility Manager, requiring facility evacuation. The Vendor {Contractor} shall make vehicles (ambulances and MAV/invalid coaches) and staffing resources available to facilitate a quick and safe evacuation. The Vendor’s {Contractor’s} vehicles shall respond to the Facility within one (1) hour or less after receipt of notice of a declared emergency from the Facility Manager, or an authorized designee. Specific drop-off locations will be identified during any operation and may change as the evacuation progresses.

The number and type of vehicles needed for an emergency evacuation will be mutually decided upon by the Vendor {Contractor} and the various Facilities’ CEOs at the Project Launch Meeting (Section 3.1.2 – Project Launch Meeting).

The Vendor {Contractor} shall invoice the facility for performance during an evacuation as required.

**4.0 QUOTE PREPARATION AND SUBMISSION**

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

**4.1 GENERAL**

A Quote must arrive electronically at NJDMAVA in accordance with this Bid Solicitation’s instructions within the time frames noted at the beginning of the Bid Solicitation. Vendors {Bidders} are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. **State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration**.

In this section, the Vendor {Bidder} should describe its approach and plans for accomplishing the work outlined in the Scope of Work section (Section 3.0 of the Bid Solicitation). The Vendor {Bidder} should set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Blanket P.O. The Vendor {Bidder} should demonstrate the level of detail it determines necessary to assist the Division in its evaluation of the Vendor’s {Bidder’s} Quote.

A Vendor {Bidder} can submit a Quote and be awarded a Blanket P.O. for the provision of 1) medical transportation/escort services, 2) livery service, or 3) for provision of both services, if capable.

**NON-COLLUSION**

By submitting a Quote and signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

1. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
2. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
4. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
5. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor’s {Bidder’s} knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Blanket P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Blanket P.O./public contract.

**NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

<http://www.state.nj.us/treasury/purchase/ethics_guide.shtml>

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

**NJ STANDARD FORMS REQUIRED AFTER CONTRACT AWARD**

The successful bidder(s) shall submit the required Treasury vendor forms identified in the link below:

[Waiver and DPA Contract Checklist.pdf (nj.gov)](https://www.nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf)

**VENDOR {CONTRACTOR} RESPONSIBILITIES**

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Blanket P.O. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Blanket P.O. shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor’s {Contractor’s} performance of this Blanket P.O.

**NEWS RELEASES**

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director.

**ADVERTISING**

The Vendor {Contractor} shall not use the State’s name, logos, images, or any data or results arising from this Blanket P.O. as a part of any commercial advertising without first obtaining the prior written consent of the Director.

**5.0 SUBMITTING OF BIDS:**

1. Any Bidder inquiry as to the specific details of the BID SOLICITATION or related requirements may be made in writing via:
   1. Email to: FDProcurements@dmava.nj.gov. On the subject line indicate: “Medical and Escort Transportation and Livery Services”
   2. All questions / RFI must be received by 2:00 PM EST on, WEDNESDAY, APRIL 17, 2024.
2. The New Jersey Department of Military and Veterans Affairs shall accept emailed bids pursuant to this advertisement and Notice to Bidders.

\*All bids and required documentation must be submitted utilizing the attached Agency Request For Proposal \*form PB-120).

1. Email is the only method of delivery for submitting a bid.
2. Email to: FDProcurements@dmava.nj.gov On subject line indicate: Re: BID PROPOSAL FOR: Medical and Escort Transportation and Livery Services

Re: BID PROPOSAL FOR: Medical and Escort Transportation and Livery Services

1. All bids must be received in the DMAVA Business Office by: TUESDAY, APRIL 30, 2024 at 2:00 PM EST.
   1. No interpretation of the meaning of the specifications or other contract documents shall be made to any bidder orally.

**6.0 NOTICE:**

* Depending on the health conditions at the Facility, persons entering any NJVM-H may be required to wear a face mask. The Contractor shall be responsible to provide face masks for its employees. The type of mask shall be dependent on current guidance at the Facility and shall be communicated to the Contractor.
* Depending on the health conditions at the Facility, all persons needing entry into/inside the facility or transporting any NJVM-H resident may need to be COVID-19 vaccinated.
* Depending on the health conditions at the Facility, the contractor or any subcontractors, that are party to the contract (“covered contractor(s)”) may be required to maintain a policy that requires all covered workers to provide adequate proof to the covered contractor that they have been fully vaccinated. Any covered worker subject to a policy maintained pursuant to this paragraph that has not provided adequate proof that the covered worker is fully vaccinated shall not enter or transport any resident of the facility. This Order (if enforced) shall apply to any new contract, new solicitation for a contract, extension or renewal of an existing contract, and exercise of an option on an existing contract.