

OPENING DATE: January 12th, 2012 at 10:00 AM CST

**REQUEST FOR PROPOSAL
BILLING FOR EMERGENCY MEDICAL SERVICES**

CITY OF RACINE, WISCONSIN

CONTRACT TERM: 3 YEARS WITH AN OPTIONAL 2 YEAR EXTENSION

SEALED: YES

SUPPLIER NAME AND ADDRESS:

RETURN SEALED PROPOSAL TO:

**CITY OF RACINE, PURCHASING DEPT.
ROOM 103
730 WASHINGTON AVE
RACINE WI 53403
(262) 636-9143**

**CONTRACT TERM: 3 YEARS WITH AN
OPTIONAL TWO YEAR EXTENSION
BEGINNING: MARCH 1, 2012**

**BILLING AND RELATED SERVICES FOR ALL
CHARGES IMPOSED BY THE CITY OF RACINE
FOR EMERGENCY MEDICAL SERVICES RESPONSES
PI ACCIDENT AND FALSE FIRE ALARMS
(SEE ATTACHED SCOPE OF SERVICES – ATTACHMENT #1)**

**AWARD WILL BE MADE TO THE HIGHEST RANKED PROPOSER BASED ON THE
FOLLOWING EVALUATION CRITERIA:**

1. SUPPLIER CAPABILITIES 25%
2. SUPPLIER EXPERIENCE IN EMS BILLING SERVICES 25%
3. PAYMENT PROPOSED 40%
4. REFERENCES 10%

**EVALUATION SHALL BE MADE BY REPRESENTATIVES OF THE FIRE DEPARTMENT,
FINANCE DEPARTMENT, AND THE CITY ATTORNEY'S OFFICE.**

INSURANCE REQUIREMENTS:

THE SUCCESSFUL PROPOSER IS REQUIRED TO COMPLY WITH THE CITY OF RACINE'S INSURANCE REQUIREMENTS. (SEE ATTACHMENT #2)

PAYMENT: City will pay SUPPLIER on a monthly basis, within 30 days following receipt of invoice, the designated percentage of the amount of net monthly receipts collected by SUPPLIER under the agreement. SUPPLIER shall pay all start-up costs and the costs of postage and materials and other costs for all services rendered under the agreement. SEE ATTACHMENT 1, SCOPE OF SERVICES.

PROPOSAL: _____ % OF TOTAL PAYMENTS RECEIVED EACH MONTH FOR EMS BILLING.

NOTE: At the current time conveyance fees are \$425 to \$475 for Basic Life Support (BLS), \$600 to \$650 for Advanced Life Support (ALS Level 1), and \$700 to \$750 for Advance Life Support (ALS Level 2) plus \$10 per loaded mile for all transports. The fees for disposable EMS equipment and supplies are based on the regular and customary allowable amounts. **Estimated billable runs for 2008:** ALS=4,489, BLS=3,128; **2009:** ALS=4,525, BLS=2,844; **2010:** ALS=4,796, BLS=2,723.

PROPOSAL: _____ % OF TOTAL PAYMENTS RECEIVED EACH MONTH FOR PI ACCIDENT BILLING.

Note: At the current time PI Accident, Vehicle Fires, and Hazardous Materials spills at vehicular incidents are billed at three different levels depending on the severity of the accident. Billings range from \$200 for a basic vehicle accident to \$500 for any vehicle where there is a physical intervention to correct an unsafe condition.

PROPOSAL: _____ % OF TOTAL PAYMENTS RECEIVED EACH MONTH FOR FALSE FIRE ALARM BILLING.

Note: The billing agency will be required to keep track of false fire alarms as submitted by the fire department on an monthly basis and invoice the appropriate building owner or occupant when the false fire alarms reach pre-determined levels of activity as specified in Chapter 50 of the Racine Municipal Code.

Sealed Proposals for providing services as specified above will be received in the Office of the Purchasing Agent, Room 204, City Hall, 730 Washington Avenue, Racine, Wisconsin 53403, no later than 10:00 AM CST of the opening date specified in the upper left-hand corner of page one of this RFP.

NOTE: Your envelope must be plainly marked in the lower left-hand corner of the envelope as follows:

Official Notice #1

DESCRIPTION: BILLING FOR EMERGENCY MEDICAL SERVICES

OPENING DATE: January 12th, 2012 at 10:00 AM CST

Any proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. Five (5) copies of your proposal must be submitted plainly fastened or stapled. No ring or spiral bound copies are desired. Your proposal must be signed (manually) to be considered. Proposals received after the date and time above will be rejected and returned.

NOTE: All proposals must be received in the City of Racine Purchasing Department in Room 103, City Hall by 10:00 AM on the advertised opening date. The names of firms submitting proposals and their proposed percentage will be publicly read and will be the only information available at that time.

PROPOSALS WILL BE MADE AVAILABLE FOR REVIEW ONLY AFTER ALL INTERVIEWS, IF ANY, HAVE BEEN CONDUCTED AND AN AWARD HAS BEEN MADE.

Questions regarding this RFP may be submitted to the Purchasing Agent at **sam.aiello@cityofracine.org**. Questions received after January 4, 2012 will not be considered or responded to.

IMPORTANT!

Your proposal is an offer to perform or supply the services described above in accordance with the terms and conditions set forth in the RFP and the City of Racine Contract.

Your proposal must meet the plan(s) or scope of services set forth herein. Proposals must be submitted on the forms provided with attachments as applicable.

Attachments:

1. Scope of Services
2. Insurance Requirements

THIS WILL BE A THREE (3) YEAR CONTRACT BEGINNING MARCH 1, 2012 WITH THE OPTION FOR A TWO YEAR EXTENSION.

COMMISSION CHARGED MUST BE FIRM FOR THE TERM OF THIS CONTRACT.

The undersigned Proposer, by its authorized person signing below, proposes to furnish the services, work, material, labor, or material and labor combined described above at the commission stated above in accordance with the plans and the terms and conditions as set forth in the RFP, the Scope of Services, the City contract, and if its Proposal is accepted, the Proposer agrees that all provisions set forth herein will become binding as part of a contract upon the fulfillment of all conditions precedent set forth herein. Proposer further assures that, if the Proposer's performance is contingent upon the acts of another party, the Proposer has the necessary commitment to complete the contract.

PERFORMANCE: Time is of the essence for all terms of the Contract. Performance is as specified within the RFP.

GUARANTEED PERFORMANCE OR DELIVERY: Failure of the SUPPLIER to adhere to the performance schedule as specified, shall constitute a breach of the material terms of the agreement and shall be grounds for termination of the contract. In the event of such breach, City shall provide ten days written notice to cure, and if not cured within such period, City may forthwith declare the contract terminated. Notwithstanding such termination, the parties shall perform all payment responsibilities provided in the contract for services up to the date of termination, and SUPPLIER shall provide all records to City within 120 days after termination. Additionally, if SUPPLIER receives payments following termination or expiration, the payment provisions will survive until all transactions have been closed.

In signing and submitting this proposal, the Proposer assures the City of Racine that the Request for Proposal, the Insurance Requirements and the Scope of Services have been read and understood, and that the furnishing of the subject service work, material, labor or material and labor combined, is under Proposer's control subject to the terms and conditions outlined in the above documents. If the Proposer's performance is contingent upon the acts of another party, the responder assures that they have the necessary commitments to complete the contract which may be awarded to them.

Signature: _____

PROPOSAL MUST BE MANUALLY SIGNED TO BE CONSIDERED

Type or print name: _____

Title: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Date: _____

Telephone #: _____

e-mail: _____

ATTACHMENT #1

SCOPE OF SERVICES

- 1) The successful Proposer shall be responsible to provide the following services under the stated terms and conditions:
 - a) Provide billing and related services for all charges imposed by the City of Racine for Emergency Medical Services (EMS) responses, PI Accident and False Fire Alarm Billings within 10 days after receipt, make billing of all charges received from Racine Fire Department.
 - b) Send out in a timely manner EMS billings as City's exclusive agent for all such billing services and provide City with monthly and year to date reports, records of payments received and, upon request of City, insurance claim submittals and patient statements.
 - c) Record accounts and deposit receipts weekly in a bank account as authorized by the City Finance Director.
 - d) Provide City with proof of insurance as provided in INSURANCE REQUIREMENTS, Attachment 2.
 - e) Answer in a timely manner all billing questions and inquiries on behalf of City.
 - f) Provide City with a complete listing of accounts on a monthly basis, including the age of each billing and the history thereof a copy of the daily manual payment log, a Charge Report Summary, a Receipts/Credit Report Summary, an Adjustment Report Summary, a Billing Summary and a Running Monthly Comparative Total Summary of Charges, Payments and Adjustments. In addition, a calculation shall be included of the past month's A/R total plus the current month's charges. If the current month's payments and adjustments do not equal the current month's A/R total, SUPPLIER shall audit and show evidence of any discrepancy due to reversals.
 - g) Pay all start-up costs and the cost of postage and materials and all other costs for all services to be rendered hereunder.
 - h) Provide access to documents, records and Supplier's procedures for review by City's representatives at any reasonable time, and maintain records for a period of seven years.
 - i) Keep the information received from City for the purposes of this agreement confidential to the extent permitted by law and use such information for billing purposes only.
 - j) Within 120 days after expiration or termination of this agreement, return to City the information obtained from City.

- k) All Emergency Medical Services, PI Accidents, Vehicle Fires, and False Alarm Billings which have not been collected by the Billing Agency within 120 days of the invoice or billing date will be referred to a collection agency determined by the City. Data will be transmitted to the collection agency in the exact format specified by the collection agency and will include documentation showing efforts made by the SUPPLIER for collection of such claims, except in case of pending litigation where a Protection Letter has been provided to the City or to SUPPLIER assuring payment upon settlement or award.
- l) The collection agency referenced above will be responsible for submitting uncollected billings to the State Tax Refund Interception Program.
- m) The Billing Agency shall make recommendations to the Fire Department by August 1st of each year on possible changes in the billing fees and supplemental billable costs for EMS services.
- n) Complaint Resolution. The billing agency shall resolve any complaints involving patient billing and attorney requests for information within 30 days of receiving such complaint or attorney request for information.

2) City agrees to:

- a) Provide SUPPLIER on a timely basis with a copy of all information reasonably necessary to enable SUPPLIER to bill for and collect for emergency medical services provided by City.
- b) Grant permission to SUPPLIER to negotiate payment arrangements with patients.
- c) Pay SUPPLIER for its services rendered hereunder the amount of ____% of total payments received monthly by SUPPLIER under this agreement, with such payment to be made within 30 days following receipt of invoice.
- d) Grant SUPPLIER the exclusive right of billing for all services covered by this agreement.
- e) Pay SUPPLIER the fee provided for herein for all billings made that result in collection.

3) The parties agree:

- a) That the term of this agreement is three years, commencing March 1, 2012.
- b) In the event of default by either party of any material provision of the agreement, notice to cure such default within a 10-day period shall be provided in writing to the other party and, in the event such default is not cured within 10 days, the agreement may be terminated by providing notice of termination in writing by the non-defaulting party. Waiver of a default under this agreement shall not constitute waiver of a party's right to terminate the agreement on the basis of subsequent defaults or pre-existing defaults of a material provision hereunder.

- c) That no interest in the contract shall be assigned or transferred by a party to the contract without the prior written approval of the other party to the contract hereunder.
- d) That at City's sole option, specific invoices may be compromised or written off by the City on a showing of extraordinary circumstances.

ATTACHMENT #2

INSURANCE REQUIREMENTS

As a material element of the contract, the SUPPLIER for this agreement shall procure and maintain for the duration of the contract, insurance against claims for bodily injury, death, personal injury or damages to property which may arise from or in connection with the performance of the work hereunder by the SUPPLIER, its agents, representatives, employees, or subcontractors. With respect to such insurance as required hereunder, the City, its departments, officers, employees, volunteers, and agents shall be **added by endorsement as additional named insureds**. This additional insured coverage applies only with respect to liability of the named insured or other parties acting on their behalf arising out of the activities or responsibilities of the contract.

The SUPPLIER shall carry in force at all times the following insurance, and the general aggregate limit shall apply separately to this contract or the general aggregate shall be twice the required occurrence limit, or a policy dedicated to the contract will be required:

Commercial General Liability

Commercial General Liability insurance occurrence form with minimum limits of **\$1,000,000 combined single limit per occurrence** for bodily injury, death, personal injury and property damage.

Comprehensive Auto Liability

Comprehensive Auto Liability insurance (code 1 and "auto") in an amount no less than **\$1,000,000 combined single limit per accident** for bodily injury, death and property damage.

Worker's Compensation and Employer's Liability

Worker's Compensation and Employer's Liability Insurance with worker's compensation limits as required by laws of the State of Wisconsin and Employer's Liability limits of **\$500,000 per accident**.

Any deductibles or self-insured retention in such policies of insurance shall be declared to the City and subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its departments, officers, employees, volunteers, and agents or the SUPPLIER shall procure a bond guaranteeing any and all losses and related allocated loss adjustment expenses including investigations, claims administration and defense.

The policies of insurance required hereunder shall contain or be endorsed to maintain the following provisions:

1) COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE

- a) The City, its departments, officers, employees, volunteers, and agents are to be covered as additional insured's as respects liability arising out of the activities performed by or on behalf of the SUPPLIER, including the additional insured's general supervision of the SUPPLIER; products and completed operations of the SUPPLIER; premises owned, occupied, or used by the SUPPLIER, or motor vehicles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitations on the scope of protection afforded to the City, its departments, officers, employees, volunteers or agents.
- b) SUPPLIER's insurance coverage shall be endorsed to state that SUPPLIER's insurance shall be primary insurance as respects City, its departments, officers, employees, volunteers and agents. Any insurance or self-insurance maintained by the City, its departments, officers, employees, volunteers or agents shall be excess of SUPPLIER's insurance and shall not contribute to it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its departments, officers, employees, volunteers or agents.
- d) SUPPLIER's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability, which shall apply collectively to all insured's.

2) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE

The insurer shall agree to endorse its insurance policy to waive all rights of subrogation against the City, its departments, officers, employees, volunteers and agents for losses arising from work performed by the SUPPLIER for the City, to the extent permitted by law.

3) EMPLOYEE DISHONESTY COVERAGE

SUPPLIER shall provide insurance coverage to effect protection against the theft, destruction or other loss of cash, checks or other funds of or to be credited to the City of Racine when such theft, destruction or loss arise from the dishonest conduct of SUPPLIER or its employees. Such coverage shall provide a **minimum limit of \$100,000 per occurrence and \$500,000 annual aggregate**, and shall include faithful performance of duty.

4) ALL COVERAGES

Each insurance policy which is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City. All such coverage shall be placed with the insurers with a BEST rating of no less than A-VII and said carrier shall be admitted status with the State of Wisconsin.

5) VERIFICATION OF COVERAGE

SUPPLIER shall furnish the City with **certificates of insurance and, upon request, with original endorsements** effecting coverage's required by the insurance specifications within this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on such forms and are subject to approval by the City. For Worker's Compensation related risks, only forms approved by the Wisconsin Commissioner of Insurance are to be used. All certificates and endorsements are to be received and approved by the City at the time the contract is executed and before the work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time. **Failure to maintain required insurance coverage's is a material breach of the contract and is cause for termination.**

INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #1, BILLING FOR EMERGENCY MEDICAL SERVICES. Please return this entire bid package with your bid.**

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: _____

ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

PRINTED NAME: _____

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

a partnership consisting of:

an individual trading as:

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the
plans and specifications and have checked the same in detail before
submitting this proposal; that I have full authority to make such statements
and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: _____

TITLE: _____

Sworn and subscribed to before me

this _____ day of _____ 20____.

(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires _____

INSURANCE AND LIABILITY REQUIREMENTS

LIABILITY AND INSURANCE - The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

- (a) WORKER'S COMPENSATION INSURANCE - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All Subcontractors and material men shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (b) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - EMPLOYEE FIDELITY - Coverage to include premises and operations; Contractor's protective insurance products and completed operations coverages contractual - including some negligence coverage; underground coverage; employee honesty coverage all subject to the following limits:
- BODILY INJURY.....
- \$500,000.00 COMBINED SINGLE LIMIT
- PROPERTY DAMAGE.....
- (c) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE -Operations of owner, hired and non-owned motor vehicles:
- BODILY INJURY.....
- \$500,000.00 COMBINED SINGLE UNIT
- PROPERTY DAMAGE.....

The Contractor shall file with the Owner a certification of Insurance containing a ten (10) day notice of cancellation.

NOTE: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess third party liability policy.

CITY OF RACINE

EQUAL EMPLOYMENT OPPORTUNITY

The City of Racine has taken and wishes to maintain its leadership role in securing equal opportunity for all its citizens. In compliance with Title VI and VII of the Civil Rights Act of 1964 as amended by Executive Order 11246, 30 F. R. 12319-25 issued September 24, 1965, and Executive Order 11375, 32 F. R. 14303 issued October 13, 1967, and of rules, regulations and relevant orders of the Secretary of Labor, it is the sincere hope of the City of Racine that those contractors, subcontractors, vendors and suppliers of goods and services that do business with the City of Racine will voluntarily undertake similar efforts to ensure equal opportunity and nondiscrimination in their business operations.

To comply voluntarily with the City of Racine Affirmative Action Program each successful bidder will be expected to submit all necessary information needed relating to equal employment opportunity for approval by the Affirmative Action Office.