

CITY OF SANTA ANA FIRE DEPARTMENT

Motor Vehicle Incident Cost Recovery Billing and Collection Services

REQUEST FOR PROPOSAL

The City of Santa Ana's Fire Department is seeking qualified vendors to provide motor vehicle incident cost recovery billing and collection services.

All inquiries concerning this Request for Proposal should be directed to:

Santa Ana Fire Department
1439 S. Broadway Ave.
Santa Ana, CA 92707
Attn: William (Bill) Watson
Principal Management Analyst
Phone: 714-647-5741
Email: bwatson@santa-ana.org

Envelopes containing proposals are to be marked
"Proposal: Motor vehicle incident cost recovery billing and collection services"

One (1) original and two (2) copies of each proposal are to be delivered or mailed to:

Delivery Address:

City of Santa Ana
Purchasing Division (4th fl)
20 Civic Center Plaza
Santa Ana, CA 92702
Attn: Eva Goods
714-647-6584

Mailing Address:

City of Santa Ana
Purchasing Division (M-16)
P.O. Box 1988
Santa Ana, CA 92702
Attn: Eva Goods
714-647-6584

Facsimile transmission (FAX) copies are not acceptable.

Key RFP Dates:

Issue Date:	Monday, December 14, 2010
Proposal Due Date:	Friday, January 22, 2010, 3:00 PM

1.0 INTRODUCTION

- 1.1 Definitions: The following words as used in this RFP shall be understood to refer respectively to:

<u>Word in RFP</u>	<u>Definition</u>
“City”	The City of Santa Ana, California
“Fire Department”	The Santa Ana Fire Department
“RFP”	Request for Proposal
“Vendor”	The person, firm or corporation who is responding to this Request for Proposal and with whom the agreement is made by said City and the agent, or legal representative, who may be appointed to represent such person, firm or corporation in the signing and performance of said agreement.

- 1.2 General Description:

The City of Santa Ana Fire Department is seeking a qualified company to provide motor vehicle incident (non-paramedic or hazardous materials) cost recovery billing and collection. The company shall prepare and mail invoices for these services, categorize, record, monitor, supervise and manage the motor vehicle incident cost recovery billing and collection. The selected company will bill for motor vehicle incident cost recovery in a timely manner, including the billing of private insurances, supplemental insurances, and secondary insurances according to specific requirements. The company shall provide all billing statements in English and Spanish, and maintain a necessary staff of bilingual account representatives. The company shall provide excellent customer service to citizens of Santa Ana who have billing questions or problems, by providing a toll-free phone number and an email address so individuals with questions or requiring assistance with invoices, may contact the company directly at no additional cost to the city. The company shall provide the City with electronic access to all billing and collection records. The successful company shall possess and demonstrate they have the necessary expertise, experience and qualifications to provide these types of services.

2.0 RULES OF PREPARATION

- 2.1 Rules Governing Competition: This is an RFP conducted in accordance with the regulations of the City of Santa Ana. All instructions shall be fully complied with or the proposal may be rejected as non-responsive. This RFP is not a formal bidding process governed by State statute.

- 2.2 Acceptance of Proposals: The City reserves the right to reject any proposals and to waive any informality, technical defect or clerical error in any proposal as the City may deem prudent.
- 2.3 Oral Communications: Any oral communications by any City employee concerning the RFP are not binding on the City and shall in no way modify the RFP or any obligation to the City or the Vendor.
- 2.4 RFP as Basis for Proposal: This RFP represents the most definitive statement the City shall make concerning the information upon which the proposals are based. Any additional information, whether written or oral, which is not contained in this RFP, or in Addenda to the RFP, should not be considered by any Vendors in preparing their proposals.

Any person contemplating the submission of a proposal shall have thoroughly examined all of the RFP documents. If there is any doubt as to the meaning or intent of these documents, the Vendor shall request clarification in writing as to the interpretation of the language or issue in question to: William (Bill) Watson, Principal Management Analyst, Santa Ana Fire Department; 1439 S. Broadway, Santa Ana, CA 92707. Requests for clarification shall be received no later than Wednesday, January 13, 2010, 3:00 PM

The City may modify this RFP prior to the date fixed for submission of proposals by issuance of Addenda to all Vendors who have been furnished with the RFP. Any interpretation or change in the RFP shall be made in writing in the form of Addenda to the RFP and will be furnished to all Vendors receiving the RFP. An Addendum may be issued to clarify, add, or deduct items in the Proposal. In such an event, additional time to respond to the RFP may be provided. Vendors shall submit all such addenda with their proposals, or indicate receipt of all Addenda within their proposal. The City shall not be responsible for any other explanation or interpretations of the Proposal.

- 2.5 Vendor Understands: Each Vendor shall inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will make himself/herself thoroughly familiar with the RFP. Failure to do so shall not relieve the successful Vendor of his/her obligation to enter into an agreement and complete all work in accordance with the proposal documents.
- 2.6 Proposal Costs: The cost of developing and delivering the proposal is the sole responsibility of the Vendor and is not chargeable to the City.
- 2.7 Proposal Submission: The delivery of the proposal package is the sole responsibility of the Vendor. It shall be delivered to: City of Santa Ana, Purchasing Department (M-16), 20 Civic Center Plaza, Santa Ana, CA. 92701, Attn: Eva Goods, by the due date of Friday, January 22, 2010, 3:00 PM. It shall be delivered in person, by U.S. mail or commercial messenger service during normal business hours (Monday through Friday during the hours of 8:00 AM and 4:30 PM).

- 2.8 Withdrawal and Modification of Proposals: A proposal may be withdrawn at any time prior to the submission deadline by an authorized representative of the Vendor by formal written notification of withdrawal. Another proposal may then be submitted prior to the submission deadline. Proposals submitted shall become the property of the City after the submission deadline.
- 2.9 Contractual Obligations: The City shall require certain contractual obligations, which may include, but are not limited to the following:
1. Inclusion of Proposal: The proposal submitted in response to this RFP shall be a required part of the final agreement with the selected vendor.
 2. Insurance: Prior to undertaking performance of work under an Agreement, Vendor shall maintain and require its subcontractors, if any, to obtain and maintain insurance as described below:
 - a. Errors and Omission insurance with limits not less than \$1,000,000.
 - b. Worker's Compensation Insurance: In accordance with the provisions of Section 3300 of the Labor Code, Vendor, if Vendor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under an Agreement, Vendor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
 - c. Indemnification of the City of Santa Ana, its officers, employees, agents, volunteers and representatives from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health and claims for property damage, which may arise from the direct or indirect operations of the Vendor or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services provided. Further the Vendor shall indemnify, hold harmless and pay all costs for the defense of the City regarding any action by a third party asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arising as a result of any agreements.
 - d. The following requirements apply to the insurance to be provided by Vendor pursuant to this section:
 - e. Vendor shall maintain all insurance required above in full force and effect for the entire period covered by an Agreement.
 - f. Certificates of insurance shall be furnished to the City upon execution of an Agreement and shall be approved in form by the City Attorney.
 - g. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

- 2.10 Award: The final award of an agreement is subject to approval by the Santa Ana City Council.
- 2.11 Agreement: A resulting agreement shall include any written material made as part of your proposal. This material may include but is not limited to; answers to questions contained in this RFP, letters, telegrams, facsimile, and product literature.
- 2.12 Statutes and Rules: The terms and conditions of the RFP, the resulting services, and furnishing of services based on the RFP shall conform to the statutes, rules and regulations of the Federal Government, State of California, City of Santa Ana and the Santa Ana Fire Department.
- 2.13 Instructions to Vendors: Vendor shall submit one (1) original and two (2) copies of their proposal, which includes the services proposed and the cost of these services. Information not specific to the performance of this agreement should be omitted. The original proposal should be so marked. Only those Vendors able to meet the requirements above will have their proposal opened and considered.

Proposals shall clearly indicate the legal name, address and telephone number of the Vendor. Proposals shall be signed above the typed or printed name and title of the signatory. The signatory shall have the authority to bind the Vendor to the submitted proposal.

Vendors are to submit, as part of their proposal, any changes or modifications to the terms and conditions they may wish the City to consider.

All The data submitted shall be presented in the same order as this RFP. A table of contents shall be included indicating page numbers, attachments, and appendices. All proposals shall be typewritten. All supporting documentation shall be pertinent and clearly identified as to the section of the RFP to which it specifically refers.

All proposals shall contain all information requested in this RFP, plus the Vendor shall submit a declaration of their ability to perform the services requested and meet the qualifications, terms, and conditions outlined. The Vendor shall describe their experience in providing similar services.

- 2.14 Proposal Opening and Validation: Proposals shall be opened and examined for the presence of the required information outlined in this RFP. Absence of required information may render the proposal non-responsive and may be cause for rejection.
- 2.15 Proposal Binding: Proposal shall be binding on the Vendor for one hundred-eighty (180) days after the submission deadline and shall contain a statement to that effect.

- 2.16 Evaluation Procedure: An evaluation team composed of representatives of the City shall evaluate proposals criteria. The lowest price shall not necessarily be selected. The criteria upon which the evaluation of the proposals shall be based, includes but is not limited to:
1. Responsiveness to this RFP.
 2. Demonstrated ability to provide the services as requested in this RFP.
 3. Level of service proposed for each segment of the program bid on.
 4. Pricing (may be stated as a percent of collections).
 5. Clarity of total cost to the City.
- 2.17 Notice of Award: Within thirty (60) days after the notice of award, the successful Vendor shall enter into a formal agreement with the City.
- 2.18 Term of Agreement: The Agreement shall be for one (1) year with an option for two, one year extension. Santa Ana City Council approval is required prior to extending the agreement.
- 2.19 Compliance with Equal Employment Opportunity and Nondiscrimination Regulations: The City complies with equal employment opportunity and nondiscrimination regulations. Qualified firms owned by women, minorities and disabled persons are encouraged to apply. Any Vendor performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Proposal shall include a Certification of Nondiscrimination.
- 2.20 Errors and Omissions: Vendor shall not be allowed to take advantage of any errors or omissions in the RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City in a timely manner.
- 2.21 Firm Commitment of Availability of Service: Once a proposal is opened, a Vendor is otherwise expected to maintain an availability of service as set forth in their proposal for the stated prices for the full contract term after date of opening proposals.
- 2.22 Invoices: Upon delivery and receipt of invoice, the City shall pay invoices forty-five (45) days after date of invoice. Monthly invoices and backup documentation shall be mailed to:
- City of Santa Ana
Purchasing Department
P.O. Box 1988
Santa Ana, CA 92701

The agreement number shall appear on all invoices.

- 2.23 Termination: Should the City enter into an agreement with a Vendor, each shall retain the right to terminate said agreement with ninety (90) days written notice.

SCOPE OF SERVICES

Motor vehicle incident Cost Recovery Billing and Collection Services

3.0 INTRODUCTION

The City of Santa Ana, specifically the Fire Department is seeking a company to provide motor vehicle incident cost recovery billing and collection services. The company should have the expertise needed to correctly invoice for these services to individuals and private insurance companies, based on a City's fee schedule. It is anticipated that approximately 1,500 invoices will be processed annually. The following scope of service is intended to be the minimum requirement for any proposal submitted.

3.1 Scope of Service

- 3.1.1 The company must be able to accurately transfer all necessary information from a "hard copy" of the City's "charge sheet" into their data base and have means to obtain any additional information needed that is not provided, for proper and correct invoicing.
- 3.1.2 The company shall provide all billing functions (postage, data mailers, telephone costs, etc) at no additional cost to the City.
- 3.1.3 The company shall maintain records that are in accordance with generally accepted accounting principles (GAAP). The company agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.
- 3.1.4 The company shall have the ability to handle third party payor submission inquires regarding insurance claims.
- 3.1.5 The company shall have the ability to cross reference billing files in various methods (i.e. last name, service or residence address, date of service, insurance companies, etc.).
- 3.1.6 The company shall provide all monthly finance, billing, account receivable aging reports, billing summaries, details for current month invoicing, current write-offs, refund reports (including pending refunds), detail of monthly receipts, account reconciliation, and any additional reports that the City may need or request, in the specific format requested.
- 3.1.7 The company agrees to cooperate with the City regarding the handling of accounts.
- 3.1.8 The company shall provide to the City, listings of accounts which the company feels are uncollectable, through normal collection processes, for further action by the City.

The City retains the right to award to multiple vendors, if they so choose.

EXHIBIT A

**Proposal for Qualification for
Motor vehicle incident Cost Recovery Billing and Collection Services
For the City of Santa Ana Fire Department**

Qualifications

Name of Proposing Company:

Primary Contact (name):

Phone Number:

Fax Number:

Vendor's Location:

Principal:

Secondary:

Location to handle this Agreement:

Invoice Processing Location:

Name of Agreement Administrator:

Phone Number:

Fax Number:

Email address:

Summary description of organization and ownership of your firm: