

**RFP 41-11**

City of Concord, New Hampshire

Purchasing Division

**REQUEST FOR PROPOSALS**

**EMERGENCY AMBULANCE BILLING SERVICES**

Prepared for, and in coordination with the

**FIRE DEPARTMENT**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: JULY 13, 2011 NOT LATER THAN 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm or organization to provide ambulance billing services. The emergency ambulance service is operated by the City of Concord Fire Department and is an Advanced Life Support service to the Paramedic Level.

An overview and detailed specifications are provided later in the project Scope of Services Section.

Proposals must be submitted in one (1) original and one (1) identical copy and must be received **not later than 2:00 PM on July 13, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

### "RFP 41-11 EMERGENCY AMBULANCE BILLING SERVICES"

Competitive solicitations for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 41-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

**All proposals received will be considered confidential and not available for public review until after a contractor has been selected.**

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

**All Request-for-Proposals' are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:**

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord, NH 033301	603.225.8530 603.230.3656(fax)	<a href="mailto:purchasing@concordnh.gov">purchasing@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow, NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester, NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummary.com">www.constructionsummary.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester, NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE

  
 \_\_\_\_\_  
 Douglas B. Ross, Purchasing Manager  
 Date: 6/14/11

**PROPOSAL DUE DATE/TIME: JULY 13, 2011 NOT LATER THAN 2:00 PM**

## GENERAL TERMS AND CONDITIONS

### 1. PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form, or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager no later than **seven (7) calendar days** before the RFP due date to be considered. Any changes to the RFP will be provided to all Proposers of record.

The Proposer shall not divulge, discuss, or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates, or gratuities permitted with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The proposer may be required to supply proof of compliance with proposal specifications. All costs for such proof, or certificates of compliance, shall be the responsibility of the proposer.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.**

**Each shipment shall be identified by Purchase Order and/or RFP number, commodity description, and packing list. All items, packages, etc., shall have clearly identifiable external markings or tags for ease of identification.**

### 2. SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the RFP, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

3. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed, or telegraphic request of the Proposer to the Purchasing Manager. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

4. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

5. RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

6. PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

7. TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform, and quality, the award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

8. LIMITATIONS:

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

9. PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

## 10. AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical, and professional qualifications, skills, and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

**The contract will be awarded to a responsive and responsible proposer based on the submission of all required documents, the minimum qualifications criteria detailed by this RFP, the proposer's proximity to the City of Concord, the comparative evaluation criteria detailed in this RFP and the proposer's fee/price proposal. See the Attachment A for more details concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified with demonstrated experience in the type of projects requested herein and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information, and/or errors in the proposals submitted and reserves the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

## 11. MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

## 12. CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the City.

## 13. CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the RFP and any amendments thereto, and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters not affected by written clarification, if

any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

**14. INSURANCE:**

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only with 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement, and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, shall include: workers' compensation insurance and unemployment compensation insurance as required by the laws of the State of New Hampshire, and automotive liability insurance, and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, under the direction of, or control of the City for any purpose whatsoever.

**15. WORKER'S COMPENSATION:**

All proposers and subcontractors at every tier under the proposer will conform with the requirements of Title XXIII, Chapter 281-A, Section 281-A: 2 with close attention to sections VI.(a), VI.(c) and VII.(a) as well as Section 281-A:4.

**16. EXECUTION OF AGREEMENT:**

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

**17. APPROVAL OF AGREEMENT:**

Upon receipt of the agreement that has been fully executed by the successful proposer, the City shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

**18. FAILURE TO EXECUTE AGREEMENT:**

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

19. DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire, or the Federal Government.

20. DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

21. TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs, and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

22. TERMINATION OF CONTRACT FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents, and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

23. PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A:2-312 (3). (Uniform Commercial Code).

24. OWNERSHIP OF REPORTS:

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

25. ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

26. DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

27. INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions, and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage, a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**All invoices must reference a valid City of Concord Purchase Order Number.**

28. PROGRESS PAYMENTS:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence as required by the City.

29. PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

30. TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

31. FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

32. ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City. Sub-contractor information, including name, address, and qualification, shall be submitted with the proposal. The City will use the same evaluation procedure to evaluate the principal proposers and the sub-contractors.

33. EXCLUSIVITY:

This contract will be for the goods/services described above, however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

34. PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material, and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

35. AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records, and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

36. INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine whether the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

37. GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the City.

38. FORCE MAJEURE:

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, or other act of God.

39. NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

40. SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

41. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision and clause required by law to be inserted in this RFP and any subsequent Contract shall be deemed to be inserted herein and this RFP and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the RFP and/or Contract shall forthwith be physically amended to make such insertion or correction.

42. DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

43. NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

44. DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, consultants, offerors, bidders, contractors, or any person or firm responding to a Request for Proposals.

45. GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

# INSTRUCTIONS FOR PROPOSERS

## 1. PROPOSAL PREPARATION

In order to facilitate evaluation of the Proposal Statements, the proposer is instructed to follow the outline below in responding. . Proposers shall submit separate non-price (technical) and price proposals. The non-price and price proposals must be signed, placed in separate envelopes, and sealed. See paragraph 2 below for more detailed submission requirements.

### a. Non-Price (Technical) Proposal

The non-price (technical) proposal must contain all information pertaining to the billing service, such as method of billing, initiation of billing procedures, application for and timetable for the respective applications for provider numbers for Medicare and Blue/Cross Shield, and Medicaid. The non-price technical proposal shall also include the following:

- (1) Minimum Qualification Criteria. Complete, sign and submit all required documentation identified in the Minimum Qualification Criteria provided in this RFP.
- (2) Required City Forms. Complete and sign the following required City forms:
  - (a) Specifications Exception Form;
  - (b) Alternate Form W-9; and
  - (c) City of Concord Indemnification Agreement
  - (d) Current Insurance Certificate, meeting the minimum required types and levels of coverage, naming the City of Concord as additional insured.

### b. Compensation

The proposer shall submit a price proposal under separate cover consistent with the scope of services provided in this RFP. The proposal shall include a firm fixed fee for services to be stated as a percentage of actual revenue. **The fee proposal shall not be opened until after all proposals have been reviewed and evaluated and a billing service has been chosen for contract award.** If the fee proposal exceeds the City's budget for ambulance billing services the Proposer and the City shall enter into negotiations. If, as a result of these negotiations, the Proposer's fee still exceeds the City's budget then the fee proposal of the second rated billing service shall be opened. This process shall be repeated until a billing service is hired.

### c. Signature

The non-price (technical) and price proposals shall be signed by an official authorized to bind the offer and shall be a firm offer for a **sixty (60) day** period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

## 2. SUBMISSION OF PROPOSALS

In order to be considered responsive, proposals must be submitted in **one (1) original and one (1) identical copy** to Mr. Douglas Ross, Purchasing Manager, Finance Department, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. The CITY must receive proposals **no later than 2:00 PM on July 13, 2011** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**RFP41-11, Emergency Ambulance Billing Service:  
Non-Price (Technical) Proposal**

The fee proposal shall be submitted in **one (1) original and one (1) identical copy** a separate SEALED envelope marked:

**RFP41-11, Emergency Ambulance Billing Service:  
Fee Proposal**

## 3. COMPARATIVE EVALUATION CRITERIA

**A billing service shall be deemed unacceptable if the minimum evaluation criteria is not met. However, once it has been determined that the contractor has met all the minimum evaluation criteria the proposals will be further evaluated by the City of Concord using the following comparative evaluation criteria. The ratings of “Highly Advantageous”, “Advantageous”, “Not Advantageous” and “Unacceptable” will be used to evaluate the following features of each proposal.**

- A. Contractors compute linkage to billing information and method of collecting data for billing.
- (1) **UNACCEPTABLE:** All billing information to be provided by the City of Concord personnel.
  - (2) **NOT ADVANTAGEOUS:** Most billing information to be provided by City of Concord personnel. Personnel having to secure name of insurance carrier and insurance policy numbers.
  - (3) **ADVANTAGEOUS:** Access to patient information at the definitive care facility, City of Concord personnel having to fill out only medical necessity forms and secure physicians signatures.
  - (4) **HIGHLY ADVANTAGEOUS:** Total billing information secured with no change to operation for City of Concord personnel.
- B. How many years experience does your firm have in billing for municipal ambulance services?
- (1) **UNACCEPTABLE:** Less than one years experience.
  - (2) **NOT ADVANTAGEOUS:** More than one years experience by less than three years experience.
  - (3) **ADVANTAGEOUS:** More than three years experience but less than five years experience.
  - (4) **HIGHLY ADVANTAGEOUS:** Greater than five years experience.

C. How many municipal ambulance services does your firm presently represent. List the municipalities represented along with the name of the representative from the community.

- (1) **UNACCEPTABLE:** Less than five municipal ambulance services.
- (2) **NOT ADVANTAGEOUS:** Between five and ten municipal ambulance services.
- (3) **ADVANTAGEOUS:** Between ten and twenty-five municipal ambulance services.
- (4) **HIGHLY ADVANTAGEOUS:** More than twenty-five municipal ambulance services

D. Collection percentage: The vendor should provide documentation as proof that they can achieve a collection percentage of greater than 90%. The proof should be established by comparing the collection rate for other municipal ambulance service that will show collection percentage and name of municipal contact person for the minimum of five (5) references. Our goal is 100%.

- (1) **UNACCEPTABLE:** No documentation of collection percentage.
- (2) **NOT ADVANTAGEOUS:** Documentation of collection percentage less than 90%.
- (3) **ADVANTAGEOUS:** At least five municipality serviced and documented at a rate of 90% collection rate.
- (4) **HIGHLY ADVANTAGEOUS:** Six or more municipalities serviced and documented at rates of 90% or greater.

E. The billing agency will bill direct to carriers as opposed to billing the recipients of the service. If clients need be billed, due to a lack of insurance information, the billing agency should be willing to assist the client and fill out the forms on their behalf. Provide documentation on the form provided.

- (1) **UNACCEPTABLE:** Process only Medicare and Medicaid claims, mail all others to client.
- (2) **NOT ADVANTAGEOUS:** Process only Medicare and Medicaid and major carriers (i.e BC/BS)
- (3) **ADVANTAGEOUS:** Process Medicare/Medicaid, major carriers and secondary insurance when applicable.
- (4) **HIGHLY ADVANTAGEOUS:** Process claims to all insurance carriers, automobile insurance, workman's comp, home owners insurance, etc.

F. Contractors are required to have experience in reconciling the ambulance account on a monthly basis.

- (1) **UNACCEPTABLE:** No experience in ambulance reconciliation.
- (2) **NOT ADVANTAGEOUS:** Reconciles less than ten ambulance accounts.
- (3) **ADVANTAGEOUS:** Reconciles between ten and twenty ambulance accounts.

- (4) **HIGHLY ADVANTAGEOUS:** Reconciles more than twenty ambulance accounts.

G. Contractors are required to have experience in submitting combined BLS/ALS (two tiered) ambulance claims.

- (1) **UNACCEPTABLE:** No experience in submitting BLS/ALS claims
- (2) **NOT ADVANTAGEOUS:** Less than three years experience submitting BLS/ALS claims.
- (3) **ADVANTAGEOUS:** Between three and five years experience submitting BLS/ALS claims.
- (4) **HIGHLY ADVANTAGEOUS:** More than five years experience submitting BLS/ALS Claims.

H. Contractors are required to submit all requested documentation as detailed by this RFP.

- (1) **UNACCEPTABLE:** Three or more requested documents not submitted.
- (2) **NOT ADVANTAGEOUS:** Two requested documents not submitted.
- (3) **ADVANTAGEOUS:** One requested document not submitted.
- (4) **HIGHLY ADVANTAGEOUS:** All requested documentation submitted.

## **STATEMENT OF SERVICES**

### **1. TERM of CONTRACT.**

**The contract will be for a three year period commencing on July 1, 2011 through June 30, 2014. The contract will have a fixed percentage rate for the three year period and can be terminated for cause as detailed below.**

### **2. COLLECTIONS and DEPOSITS:**

All amounts received by the billing service will be recorded and the proceeds deposited in an account at the bank providing municipal banking services to the City of Concord during the period of the contract, and the account shall be to the City of Concord.

At the expiration of each month, the billing service shall bill the City of Concord for collection charges due the billing service for collections made that month.

### **3. AMBULANCE FEE:**

Until notified of any change by the City of Concord, the charges for ambulance service will be set as outlined by City Ordinance.

### **4. EXPENSES:**

1. Refunds: All expenses directly or indirectly related to the collection of the City of Concord patients accounts shall be borne by the billing agent. Other refunds due the patient, as a result of an error on the part of the City of Concord, or overpayment or any other cause, not the fault of the billing agent, shall be paid by the City of Concord.

2. Except: As otherwise specifically provided herein, the billing service will not incur expenses on behalf of or without the City of Concord's prior consent.

### **5. OTHER:**

a. It is understood that the City of Concord accepts assignment of Blue Shield, Medicaid, Medicare and Medicare/Medicaid. Accordingly, the billing services will make the required contractual adjustments when applicable and will be reported on the monthly revenue statement.

b. Write offs and/or reductions of charges for persons applying for a waiver, will be handled by the City on an abatement basis at their discretion. Requests for abatements or adjustments from patients will initially be sent to the billing agent, and then sent to the City of Concord. This would be applicable to any patient who signs for an abatement or waiver after being billed by the service.

### **6. RECORDS and REPORTS:**

The billing service will furnish to City of Concord the following reports.

a. A report of all collections together with a copy of the deposit slip evidencing the deposit to City of Concord's bank account.

b. A monthly recap of services, collections, and adjustments for the month.

c. At a minimum the following reports are required: commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.

d. All records and correspondence relating to City of Concord's accounts receivable and the billing services collection efforts will be kept at the billing service's office and shall be available for examination by City of Concord or authorized representatives.

e. All correspondence and inquiries for waiver applications will be directed to the billing agent's mailing address. All payments will be directed to the City of Concord.

f. All documents shall be made available to an external auditor hired by the City of Concord.

g. All documents provided to the City of Concord or its external auditors shall be at no cost to the city or the auditors.

7. **MISCELLANEOUS:**

a. The billing service will collect accounts receivable of the City of Concord under the name of Ambulance Billing Service, City of Concord.

b. The billing service shall delegate an authorized representative for receiving notices and day to day contract administration.

NAME OF REPRESENTATIVE \_\_\_\_\_

8. **TERMINATION:**

**The agreement may be terminated by City of Concord at any time upon thirty days (30) written notice of termination to the billing service, and by the billing service on the anniversary date of the contract upon ninety days (90) written notice to the City of Concord. Upon termination of the agreement, for whatever reason, the billing service shall deliver up all records and pertinent correspondence concerning the accounts and collection thereto to City of Concord, and the billing service will otherwise cooperate with the City of Concord or their assignees to effect an orderly transfer of the collection of the City of Concord 's accounts receivable. If the City of Concord should terminate this agreement, the billing service will only be entitled to receive from the City of Concord, any and all commission due to the billing service up to and including the actual date of termination and transfer of accounts receivable, as well as reimbursement from City of Concord of all expenses incurred by the billing service in accordance with the contract and which remain unpaid at the date of termination. The billing service must turn over all records and have them delivered to a location designated by the City of Concord upon termination of the contract. In the event that your are not the successful bidder in three years or the City terminates the contract, you agree that the payment for the final two months for services will not be paid until the City is satisfied with the documentation provided to the new billing agency. During this period, the contractor will continue to provide services to the City and continue to forward payments to the City in accordance with the agreement. At the end of the contract, either by termination or expiration of the contract, the City will not**

**be liable for any additional expenses of the vendor with the exception of those expenses included in the contract.**

**9. PROVISION:**

The City of Concord Fire Department is to provide the billing agency with a copy of the Standard Ambulance Report Form to include the patient's name, address and the date and time of transport to area hospitals. This form will have the pickup location of the call and the total loaded miles clearly noted to allow the billing service to bill mileage appropriately based on the rate structure outlined.

**10. STIPULATIONS:**

a. The contract shall be governed by and shall be construed in accordance with the laws of the State of New Hampshire.

b. In the event of any conflict or any inconsistency between the New Hampshire Laws, as amended, and the provisions of this contract, the New Hampshire Laws shall control. If any of the provisions of this agreement are held to be invalid, such provision or provisions shall be deemed stricken from the agreement, and at the option the City of Concord, the remaining provisions shall remain in full force and effect.

c. The billing service shall hold the City of Concord free and harmless from all claims, liability and losses caused by the actions or failures to act on the part of the billing service, and the billing service shall fully indemnify the City of Concord for all such claims, liability and losses if they should occur.

d. The billing service shall have workman's compensation insurance in accordance with the New Hampshire Revised Statutes Annotated, as amended, and the billing service shall furnish the City of Concord with evidence of this coverage before the execution of the contract.

**11 WAIVER HANDLING POLICY:**

Although the City wishes to maximize ambulance collections, we do wish to have compassion for those with financial hardships. A strict waiver policy will be formulated by, and administered by, the City of Concord. Please outline your capabilities in dealing with clients that express hardship. Provide copies of internal policies to reinforce this response along with any waiver policies that you have dealt with, or are dealing with presently.

**12. COLLECTION AGENCY SERVICES:**

Although the City wishes to be compassionate for those with a financial hardship it wishes to make a maximum effort to collect from those who do not qualify for a waiver. To that end, the City wishes to utilize the services of a company that can perform collection agency services including the reporting to a credit bureau in our name. Please outline your capabilities in this area.

## **MINIMUM QUALIFICATION CRITERIA**

In addition to addressing each of the items in the specifications, the Proposer must submit, as part of his non-price proposal, the following minimum qualification criteria: Initial the appropriate response to each criterion, and include the required documentation in the Non-price (technical) proposal envelope.

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor, stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

2. A list of New Hampshire municipalities or ambulance services for which the contractor has provided ambulance billing service. A minimum of five (5) are required. This list is to include a current name, address and phone number of references for the selection committee to access. Any negative information generated by reference check shall be cause sufficient to dismiss the proposal as unacceptable. Negative information that shall be considered grounds to render the proposal unacceptable shall be information that shows the service operated in a fashion that reflected negatively on the community served. Illegal or unethical methods of collection, repeated instances of inappropriate treatment of recipients of the service such as rudeness or any other behavior that generates complaints from the public shall be viewed as negative information.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

3. The billing service must submit it's current insurance certificate, meeting the minimum required types and levels of coverage (to include errors and omissions (E+O) coverage in the minimum amount of \$2,000,000.00, naming the City of Concord as an additional insured as part of the proposal.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

4. The City of Concord, established a philosophy of billing that essentially states that no person shall be forced to pay a bill if there is an indication of inability to pay. To that end the billing agency must recognize that, in their dealings with the recipients of ambulance service, every effort with the recipients of ambulance service, every effort towards a courteous and compassionate handling of patients will be the rule.

The billing agency will have made every attempt to determine if primary and/or secondary insurance exists through inquiry to recipients of the service and computer screening, prior to bills being sent to individuals, and the primary and secondary insurance carriers billed where appropriate. Every bill mailed to other than insurance companies, shall be accompanied by a letter explaining the waiver policy. All applications for waiver must be signed, filled out and returned to the billing agency. The billing agent will turn over all requests for abatement to the

City of Concord for action. The service must show an understanding of this policy in its response to the request for proposal.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

5. Bidders must provide a toll free number of the City's use and for the use of citizens making inquiries.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

6. List any litigation, with the appropriate explanation, against your firm in the past five years.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

7. Bidders must provide documentation of licensing as a collection agency under New Hampshire laws and function as a collection agency as well as an ambulance billing company including reporting delinquent patients to a credit bureau.

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

8. Prior to 9/08 the Billing service must have software and trained in-house staff to support the bridge programming and import of a NEMESIS compliant EMS data file, NO EXCEPTIONS

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

9. The Billing service must provide a secure site to drop the City's data files; otherwise known as a Secure FTP site. This is a requirement of HIPPA, NO EXCEPTIONS

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

10. To be in compliance with the Office of the Inspector General's advisory, the Billing service MUST have an active internal quality assurance program in place, must subject the Company to a professional, outside annual compliance audit, have an EMS attorney on retainer to support billing company and client questions and review carrier contracts as required. NO EXCEPTIONS

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

11. The billing service shall subscribe to an established insurance verification service and actively use it as part of their processes and procedures. NO EXCEPTIONS

**COMPLY \_\_\_\_\_ DO NOT COMPLY \_\_\_\_\_**

12. The billing service shall insure that phones are answered by a trained billing specialist who can help the caller promptly, competently, and courteously between the hours of 8am and 5pm EST. Automated attendant or voice mail as a primary phone coverage tool is not acceptable. NO EXCEPTIONS.

**COMPLY** \_\_\_\_\_ **DO NOT COMPLY** \_\_\_\_\_

13. The billing service shall submit its annual Statement on Auditing Standards (SAS) No. 70, *Service Organizations*, report (SAS70 Report) with its proposal. The SAS70 must have been performed by a CPA firm in accordance with auditing standards developed by the American Institute of Certified Public Accountants (AICPA). The SAS70 must be performed annually for the duration of any contract with a copy provided to the City annually. NO EXCEPTIONS

**COMPLY** \_\_\_\_\_ **DO NOT COMPLY** \_\_\_\_\_

14. The billing service shall have the ability to retrieve electronic patient care reports generated in the New Hampshire Trauma & Emergency Medical Services (NH TEMSIS) system.

**COMPLY** \_\_\_\_\_ **DO NOT COMPLY** \_\_\_\_\_

15. The billing service shall normally obtain patient care reports within twenty-four hours of the billable event, but in no case more than seventy-two hours after the event.

**COMPLY** \_\_\_\_\_ **DO NOT COMPLY** \_\_\_\_\_

16. The billing service shall deposit any payments received by the Agency within thirty-six hours of receipt.

**COMPLY** \_\_\_\_\_ **DO NOT COMPLY** \_\_\_\_\_

I hereby state that I understand the minimum evaluation criteria and that I have initialed all of the appropriate sections, and further, that I have attached the required information to the summary sheet located at the back of this document.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective consultant must submit the following documents, in **one (1) original and one (1) identical copy** as part of his/her proposal:

1. Non-Price (Technical) Proposal, to include:
  - a. Minimum Qualification Criteria; and
  - b. Required City Forms
2. Fee Proposal Sheet (**submitted in a separate sealed envelope in one (1) original and one (1) identical copy**).

CITY OF CONCORD, NEW HAMPSHIRE

**FEE PROPOSAL**

**RFP 41-11, EMERGENCY AMBULANCE BILLING SERVICES**

Pursuant to and in compliance with the terms, conditions and specifications of RFP 41-11, the undersigned proposes to provide emergency ambulance billing services for the period 7.1.11 – 6.30.14 as follows:

AS A PERCENTAGE OF ACTUAL REVENUE.

\_\_\_\_\_ %  
Figures:

Written: \_\_\_\_\_

ANY ADDITIONAL INFORMATION SHALL BE EXPLAINED IN THIS SPACE.

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

**PLEASE FILL OUT, SIGN AND RETURN IN A SEPARATE, SEALED ENVELOPE TO:**

The City of Concord  
Douglas B. Ross, Purchasing Manager  
Combined Operations & Maintenance Facility  
311 North State Street  
Concord, NH 03301  
603-230-3664

**Due Date/Time: July 13, 2011 Not Later Than 2:00 PM**

**CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	
Exempt from backup withholding <input type="checkbox"/>	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer Identification number –
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**Part II** Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**RFP 41-11, EMERGENCY AMBULANCE SERVICES**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful billing service agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the billing service in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CONCORD, NEW HAMPSHIRE  
RFP 41-11  
EMERGENCY AMBULANCE BILLING SERVICES**

**Insurance Requirements for All Vendors**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- Garage Liability NA
- Garage Keepers Legal Liability NA

**Workers Compensation**

NH Statutory including Employers Liability  
- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above NA  
 Follow Form Umbrella on ALL requested Coverage

**Other**

- 1. Professional/Errors & Omissions \$2,000,000
- 2. Builders Risk – Renovation Form NA  
All Risk completed value form including Collapse  
Sublimit for Soft Cost Coverage
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) **The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 41-11

PROJECT: Emergency Ambulance Billing Services

CITY CONTRACT NO.: RFP 41-11

CONTRACT FOR: Emergency Ambulance Billing Services

You are notified that your Proposal opened on June 29, 2011 for the above Contract has been considered and accepted for you to provide emergency ambulance billings services to the City of Concord, NH. All terms, conditions, specifications, and prices shall be in accordance with the **CITY'S** Request for Proposals (**RFP 41-11 and all addenda**) and the **VENDOR'S** proposal.

The **CITY** shall pay to the **CONTRACTOR**, the not-to-exceed percentage of:

\_\_\_\_\_ Per Cent (            %).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;
2. \_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to CONCORD FIRE DEPARTMENT

# AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called the “**VENDOR**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **VENDOR** will commence and provide emergency ambulance billing services for the **CITY** as detailed by RFP 41-11 and all addenda and the **VENDOR’S** proposal response opened on June 29, 2011.
2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor, and other services necessary to provide the required emergency ambulance billing services.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on July 1, 2011 Completion time for this Agreement shall be June 30, 2014.
4. The **VENDOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **VENDOR**. This fixed fee shall be:

\_\_\_\_\_ Per Cent (        %)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP 41-11, DATED \_\_\_\_\_
  - (B) RFP 41-11 PROPOSAL RESPONSE, DATED \_\_\_\_\_
  - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE
  - (D) LETTER OF AWARD
  - (E) NOTICE OF AWARD
  - (F) AGREEMENT
  - (G) NOTICE TO PROCEED
  - (H) ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

The contract between the **CITY** and the **VENDOR** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **VENDOR’S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **VENDOR** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **VENDOR’S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **VENDOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**.

Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**

\_\_\_\_\_

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Manage

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

## NOTICE TO PROCEED

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP 41-11\_\_\_\_\_

PROJECT: Emergency Ambulance Billing Services\_\_\_\_\_

CITY CONTRACT NO.: RFP 41-11\_\_\_\_\_

CONTRACT FOR: Emergency Ambulance Billing Services\_\_\_\_\_

---

(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than June 30, 2014.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER  
(TITLE)

Copy to: CDD, ENGINEERING SERVICES

City of Concord,  
New Hampshire



**Finance Department  
PURCHASING DIVISION**

Combined Operations & Maintenance Facility  
311 North State Street  
Concord, NH 03301  
(603)225-8530 FAX(603)230-3656  
www.concordnh.gov/Purchasing

Reference: RFP 41-11

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 41-11, Emergency Ambulance Services) for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.): \_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)