

Springville City, Utah

Request for Proposal (RFP)

# 2024-01

For: Ambulance Billing Services **“Collections”**

Introduction: In order to carry out the responsibility of providing its citizens with the highest practical level of emergency medical services, Springville City is seeking proposals from qualified agencies for the collection of “delinquent / past due” ambulance fees for the 911 advanced life support (“ALS”) emergency medical transport system within its geographical boundaries.

Springville has contracted with a qualified EMS Ambulance billing company; we are looking to hire a separate company to collect on delinquent accounts that go to “collections”.

City Contact Information:

For questions regarding this RFP:

Henry Clinton, Fire Chief

Phone: 702-686-5545

Email: hclinton@springville.org

Questions regarding this RFP should be directed to Henry Clinton no later than Wed. July 25<sup>th</sup>. 12:00, 2024.

Key Dates, Addresses and Instructions:

RFP open for submission: Monday, July 1, 2024

Closing date for RFP submissions: Friday, July 26, 2024 2:00 pm Mountain Standard Time

Proposals must be delivered to:

Springville City

Finance Department

110 South Main St.

Springville, Utah 84663

Proposal Conditions:

§ Proposals shall reflect the best and most current information.

§ Springville City reserves the right to have discussions with and/or negotiate with proposers prior to the final selection.

§ Proposals must be submitted on or before the Due Date. Proposals received after the Due Date will not be considered, and will be returned unopened to the proposer(s).

§ Clearly label the proposal on the outside of the sealed envelope: Ambulance Services Collections and identify the individual or organization submitting the proposal.

§ Please submit three (3) copies of your proposal for evaluation.

§ The City will not accept proposals via facsimile (FAX).

§ The City reserves the right to cancel this RFP, to reject any or all proposals, to waive any formality or technicality, or to accept proposals deemed to be in the best interests of the City.

§ Preparation and submittal of proposals are at the SOLE RISK and EXPENSE of the proposer. Springville City does not guarantee that any of the proposals shall be selected.

#### Background Information:

The City currently has a contract with an outside service for billing of the cost of ambulance services provided within the City's geographic boundaries in fulfillment of automatic/mutual aid obligations for which the City is authorized to bill pursuant to its fee schedule for services.

The Fire Department is exclusively licensed to provide all Emergency Medical Services transport and Fire response within Springville City. The Fire Department responds to over 2,000 calls for service each year. Medical incidents account for 85% of total Department call volume.

Springville City has a qualified collection agency that bills for EMS transportation provided for Springville Fire & Rescue, Springville City is interested in hiring a separate Collections agency to collect on delinquent bills the billing agency is sending to collections.

The City has one fire station, staffed 24 hours per day, 365 days a year. Ambulances are housed in one fire station and staffed with medics certified to provide advanced life support services.

#### Opening of Proposals:

The City will receive and register proposals. On the Due Date and Time, proposals shall be opened, identifying only the names of the proposers.

Proposals, modifications, or corrections received after 2:00 p.m. (MDT) on the Due Date will be considered late and will not be opened.

If only one proposal is received in response to the RFP or if all proposals submitted are rejected, the purchasing manager, in consultation with the Fire Department, may re-solicit this RFP for the purpose of obtaining additional proposals.

#### Required RFP information:

1. Ownership, legal structure, preferably licensed within the State of Utah.
2. Office Locations.

3. Years in business; years collecting for companies in this industry; name of clients.
4. Brief bios of key executives, and the primary point of contacts.
5. What is your collection process?
6. Compliance with applicable Utah State Laws associated with debt collection.
7. File Credit reporting information.
8. Make contact with delinquent accounts under the name of the debt collection agency, not the name of Springville.
9. Submit status reports.
10. Industry Credentials and memberships.
11. Must accept referrals from Springville and / or Gold Cross for collection and settlement.
12. Licensing & Bonding.
13. Client References (in our industry, if possible).
14. What are your current recovery percentages?
15. What sets your company apart from others providing similar services?
16. Do you have quality control?
17. What are your reporting capabilities?
18. What are your technology capabilities?
19. Describe your Pricing / Collection Fees / Charges for services.

Your proposal should also contain the following information:

1. Executive Summary
2. Contact Information:

PROPOSAL: List the name, title, office address, telephone number, and e-mail address (if available) of the person(s) authorized to represent the proposer regarding the proposal(s) submitted in response to this RFP.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to sign a contract, and receive and sign all formal notices and/or addendum regarding such contract.

3. State of Utah, Department of Commerce, Registration and Business License Documentation
4. Organizational Information, to include:
  - a. A description of the history and capability of the organization to meet or exceed all expectations set forth in this document.
  - b. Details of past performance in collections for other similar services from a fire department based system.
  - c. Proof of financial capability to maintain service through the term of the proposed contract.
  - d. Proof of acceptable insurance coverage.

- e. Documentation of labor organization contracts (if applicable).
  - f. Disclosure of any resolved or unresolved legal action that applies to the proposed service against the submitting organization or any of its key employees. (i.e. CEO, President, Vice-President, senior level Managers)
5. Collection Process, to include:
- a. Details about how the collection process will be performed. Include the turn-over time the Fire Department can expect between notification of delinquent invoice and collection of funds.
  - b. Pricing, to include:
    - i. Information on all costs the Fire Department would be expected to incur during implementation and on an on-going basis.
    - ii. Rate or percentage charged for each bill or some other measurement of price for unit of service.
  - c. Description of how the customer payments will be receipted and how the funds will be transferred to the Fire Department bank account.
  - e. Provide a sample collection notice and applicable sample reports.
  - f. Description of all computer software programs, compatibility and data exporting options.
7. Customer Relations:
- a. Describe how the respondent plans on addressing customer's inquiries, potential complaints, and problems.
8. Other:
- a. Provide any pertinent information that may be useful to the Fire Department in determining a final award.
9. Conclusion

#### Evaluation of Proposals:

The evaluation process shall be based on the evaluation factors (and their relative importance) as listed below:

- § Meets the Scope of Services being sought (30%)
- § Additional ideas or services offered (15%)
- § Experience and qualifications (25%)
- § Cost (30%)

#### Formation of the Agreement with the Selected Proposer:

After selecting a preferred proposal, the City may conduct additional negotiations with the proposer to arrive at a best and final offer. When both parties are in agreement, a one (1) year exclusive contract will be awarded, with an option to renew for two (2) additional terms.

#### Key Contract Terms:

##### 1. Award of the Contract

Upon completion of the evaluation process, the City may award the contract to the proposer whose proposal is determined to be most advantageous to the City irrespective of cost or other individual portion of any submitted proposal.

##### 2. Contract Period and Effective Date

The initial contract term shall commence upon final execution of the contract by the City and shall expire Five (5) years from that date provided renewal options are executed.

##### 3. Contract Cancellation

Either party may terminate the contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

##### 4. Protected Information

Under the Government Records Access and Management Act, Section 63G-2-101 et seq., Utah Code Annotated, as amended ("GRAMA") certain information in the proposal(s) submitted may be open for public inspection. If a proposer desires to have information contained in its proposal protected from such disclosure, the proposer may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63-2-309). All material contained in and/or submitted with the proposal becomes the property of the City and may be returned to the proposer only at the City's option.

##### 5. Authorized Vendor Representatives

Any and all amendments to any contract must be in writing and signed by representatives of both parties who are authorized to amend the contract.

The City reserves the right to require a change in the individual assigned to represent the proposer if the assigned representative is not serving the needs of the City in an acceptable manner. This right shall carry forward through the response period and, with the successful proposer, during the term of the contract.

##### 6. Award of Subcontracts

For each subcontract, if any, which the proposer proposes to award, the proposer shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any proposer including subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by

the City is required prior to the awarding of any subcontracts. Assignment or subcontracting shall in no way relieve the proposer of any of its obligations under the contract.

#### 7. Remedies

The laws of the State of Utah shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

#### 8. Compliance

The proposer hereby agrees to abide with all applicable federal, state, county and City laws, regulations, and ordinances.

#### 9. Anti-Collusion

The submission of a proposal constitutes agreement that the proposer has not divulged its proposal to, or colluded with, any other party to a proposal.

#### 10. Indemnification

The proposer shall hold harmless, defend and indemnify the City and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the contract by proposer, or (b) proposer's use of City premises, or (c) any act, error, or omission on the part of the proposer, or its agents, employees, or sub-contractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

#### 11. Insurance

Proposer shall maintain Commercial General Liability insurance with per occurrence limits of at least \$2,000,000 and general aggregate limits of at least \$4,000,000.

Proposer shall also maintain Data Breach Coverage with liability limits of at least \$2,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the City.

If the coverage described above is not in place at the time a proposal is submitted, the proposer should describe in detail what types and levels of coverage are in place currently, and clearly indicate the proposer's ability and willingness to obtain the above-listed coverage required by the City. The City reserves the right to require additional coverage from that presented, at the proposer's expense for the additional coverage.

The proposer shall maintain all employee-related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this contract. Proposer shall also maintain "all risk" property insurance at replacement cost applicable to proposer's property or its equipment.

The proposer's insurance carriers and policy provisions must be acceptable to Springville City and remain in effect for the duration of the contract. The City shall be named as an additional insured on the Commercial

General Liability insurance policy and the Data Breach Coverage endorsement. Proposer will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above.

The proposer shall submit certificates of insurance as evidence of the above-required coverage to the City prior to the commencement of this contract. Such certificates shall provide the City with thirty (30) calendar days' written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the above address.

#### 12. Record Keeping and Audit Rights

The proposer shall be responsible to maintain accurate accounting records for all services provided herein, and shall retain all such records for a period as required by law, or three (3) years following termination of the contract, whichever is longer. Upon reasonable notice and during normal business hours the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the contract. The City's audit rights shall extend throughout the term of the contract and for a period of at least three (3) years thereafter.

#### 13. Management Reports

Upon request, the proposer must be able to summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any contract resulting from this RFP.

#### 14. Further Agreements

In addition to a proposal, the City may from time to time require the proposer to execute certain additional documents or agreements, including without limitation a contract, for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

#### 16. Relationship of the Parties

In assuming and performing the obligations of any contract, the City and any proposer shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

#### 17. Equal Opportunity

No provider of or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

#### 18. Taxes: Vendor's Responsibility

Proposer shall be responsible for and pay all taxes which may be levied or incurred against the proposer in connection with the performance of any services under a contract, including taxes levied or incurred against proposer's income, inventory, property, sales, or other taxes.

19. Taxes: City is Exempt

The City is exempt from State of Utah sales and excise taxes. Exemption certification information appears on all purchase orders issued by the City and such taxes will not apply to the City unless otherwise noted.

Rejection of Proposals

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous to and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected proposer is executed, or when the City rejects all proposals.

Proposal Validity Time

Proposals must be valid for at least thirty (30) days.

Publication Date/Time:

7/1/2024 12:00 AM

Closing Date/Time:

7/26/2024 2:00 PM