



**CITY OF PARK RIDGE**

505 Butler Place  
Park Ridge, IL 60068  
Tel: 847-318-5200  
www.parkridge.us

**NOTICE TO PROPOSERS  
REQUEST FOR PROPOSAL (RFP)  
AMBULANCE BILLING & COLLECTION SERVICES  
FN-25-01**

The City of Park Ridge is seeking qualified vendors to submit proposals for ambulance billing and delinquent account debt collection services. All sealed proposals will be due in the City of Park Ridge, Finance Department, 505 Butler Place, Park Ridge, Illinois on or before:

**January 23, 2025 at 10:00 a.m.**

Solicitation documents can be obtained online from the City’s website ([www.parkridge.us/purchasing](http://www.parkridge.us/purchasing)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)).

Proposals must be received in a sealed envelope marked and clearly labeled:

RFP No: FN-25-01  
Title: AMBULANCE BILLING & COLLECTION SERVICES  
Due: Thursday, January 23, 2025, 10:00 AM CST  
Bidder’s Name:

Bids transmitted by fax or email will not be accepted. Any communication regarding this invitation between the date of issue and date of award is to be in writing and directed to [procurement@parkridge.us](mailto:procurement@parkridge.us) or by calling 847-318-7948. Answers to questions submitted in writing may be distributed as an addendum to this Invitation to Bid.

<b>ACTION</b>	<b>DATE</b>	<b>TIME</b>
Legal Notice Advertised	January 9, 2025	
Questions Due In Writing to Procurement E-mail: <a href="mailto:procurement@parkridge.us">procurement@parkridge.us</a>	January 15, 2025	4:30pm
Final Answers Published (available at <a href="http://parkridge.us">parkridge.us</a> )	January 20, 2025	10:00am
<b>Proposals Due by:</b>	<b>January 23, 2025</b>	
Est. Approval by Committee of the Whole	February 3, 2025	
Est. Approval by City Council	February 17, 2025	

**PURCHASING CONTACT**

Brandon Naser  
Finance Department  
City of Park Ridge  
847-318-7948  
[procurement@parkridge.us](mailto:procurement@parkridge.us)

## **GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSER**

### **1. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE BY PROPOSER**

The Proposer shall, before submitting its Proposal, carefully examine the plans, specifications, contract documents, and bond and insurance requirements and visit the site to verify conditions under which work will be performed. Each Proposer is responsible for reading the proposal documents and familiarizing itself with all requirements. Failure of a Proposer to do so shall not relieve the Proposer of any obligation with respect to said proposal. If the proposal is accepted, it shall be responsible for, and the City will make no allowance for, any errors in their Proposal resulting from its failure or neglect to comply with these instructions or to familiarize themselves with local conditions.

Unless otherwise provided elsewhere in these documents, when the plans or specifications include information pertaining to hardware concealed behind walls, subsurface explorations, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Proposer. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur. Accordingly, by proposing on the work, each Proposer waives its rights under the Illinois Public Construction Contract Act, 30 ILCS 557/.

### **2. QUALIFICATIONS OF PROPOSER**

The City may take action deemed necessary to investigate the qualifications of each Proposer and may consider any publicly available information in evaluating a Proposer's qualifications. The City reserves the right to qualify or disqualify Proposers as a result of lack of similar project experience and/or any other information obtained from the project reference form, references listed thereon, or publicly available information. Potential Proposers must provide references from five (5) successful projects with similar scope and magnitude. Proposers must also demonstrate that they have sufficient resources (i.e., capital, laborers, sub-contractors, etc.) to accomplish all tasks required within the schedule for the project. In the event there are additional eligibility requirements described in the Special Conditions or Specifications, such requirements shall be supplemental to and not in limitation of this provision.

### **3. PREPARATION OF PROPOSAL**

The Proposer shall prepare their Proposal on the attached Proposal forms, or alternatively include all required information on the attached proposals forms in the Proposer's proposal package. Unless otherwise stated, all blank spaces on the Proposal page(s), applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each item, either typed in or written in ink, in figures, and, if required, in words. In the event of an error on the Proposal page in which there is a conflict between the unit price and the extended price or the total proposal price, the City may exercise its reasonable discretion to ascertain the actual price of the proposal. If the Proposer is a corporation, the President and Secretary shall execute the Proposal, and the Corporate Seal shall be affixed. In the event that the Proposal is executed by other than the President, sufficient evidence of such signatory's authority shall be submitted. If the Proposer is a partnership or limited liability company, majority owning managers/partners or general partners shall execute the Proposal, unless one partner has been authorized to sign for the company/partnership, in which case sufficient evidence of such authority shall be submitted.

Each Proposal must contain all required certifications. In addition, if any addenda are issued by the City, the Proposer shall be required to acknowledge receipt of the formal addendum on the Proposal form. Failure of a Proposer to acknowledge any of the addenda issued shall deem its proposal non-responsive; provided, however, that the City in reliance upon its home rule powers, may choose to waive this requirement if the City determines from the context of the proposal that the Proposer has considered the terms and conditions of the addendum.

The Proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the proposal.

Modifications of proposals already submitted will be considered only if received at the office designated in the Request for Proposals by the time set for opening of proposals. Unless called for, alternate proposals will not be considered. No compensation will be allowed due to any difficulties which the Proposer could have discovered or reasonably known prior to submitting proposal.

#### **4. SUBMISSION OF PROPOSAL**

All prospective Proposers shall submit their Proposal in a sealed envelope to the Finance Office, City Hall, 505 Butler Place, Park Ridge, Illinois, 60068, by the specified due date of the proposal. All proposal document pages must be included in your submittal.

When proposals are sent by mail or courier service, the Proposer shall be responsible for their delivery to the Cashier's Desk at the Finance Office prior to the designated date and hour for the opening of proposals. If delivery is delayed beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened. Proposals transmitted by facsimile (fax), or electronic mail will not be accepted. Submission of a proposal will be considered presumptive evidence that the Proposer has visited the sites and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, the state of Labor and Material Markets, and has made due allowance in the proposal for all contingencies. Include in proposal all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, bonds, insurance, and contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the Specifications on which the Proposal is made including all trades, without further cost to the Owner. Unless otherwise described in the Special Conditions or Specifications, Proposers shall be responsible to obtain all permits and arrange for all inspections. No unsolicited supplemental information will be accepted and will be returned without being considered by the City.

#### **5. WITHDRAWAL OF PROPOSAL**

A Proposer may withdraw their proposal at any time prior to the time specified in the notice as the closing time for receipt of proposals. However, no Proposer shall withdraw, cancel, or modify their Proposal for a period of sixty (60) calendar days after the specified closing time for the receipt of proposal. Where this contract is subject to approval by another agency, such as the Federal Government or the State of Illinois, then the Proposer shall not withdraw, cancel, or modify their Proposal for a period of ninety (90) calendar days after the specified closing time for the receipt of proposals

#### **6. CONSIDERATION OF PROPOSALS**

No Proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Park Ridge upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City. The Proposer, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities and pecuniary resources to comply with the terms of these specifications and contract documents.

Each Proposer shall submit where necessary, or when requested by the Procurement Officer, catalogs, descriptive literature or detailed drawings fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work they propose to furnish.

The City of Park Ridge reserves the right to disregard any informality in the proposals and to waive technicalities, or to reject any and all proposals when, in the opinion of the City Council, the best interest of the City will be served by such action.

## **7. ACCEPTANCE OF PROPOSALS**

The Park Ridge City Council will accept one of the proposals or reject all proposals within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of proposals, unless the selected Proposer, upon request of the City, extends the time of acceptance to the City. The contract will be awarded to the most qualified Proposer based on the City's reasonable evaluation of the Proposals according to the criteria herein described (hereinafter "Successful Proposer" or "Contractor").

## **8. INTERPRETATION OF CONTRACT DOCUMENTS**

Any Proposer in doubt as to the true meaning of any part of the specifications and contract documents may submit to Finance Director, Park Ridge, Illinois 60068 a written request for an interpretation thereof. No oral comments will be made to any Proposer as to the meaning of the General or Special Conditions or other any contract documents and the City expressly disavows any oral comments by any City officer or employee. The person submitting the request shall be responsible for its prompt delivery. Questions received less than 48 hours prior to Proposal Due Date cannot be considered. Such interpretation will be made only in the form of a written addendum duly issued by City. A copy of such addendum will be emailed to all registered Proposers and posted on the City website. Failure on the part of the prospective Proposer to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of their Proposal. The Proposer shall acknowledge receipt of each addendum issued in the space so provided in the Proposal.

Addenda may modify or interpret the proposal documents and will become part of the Contract Documents when the Contract is executed. Subsequent addenda shall govern over prior addenda only to the extent specified.

Any references in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Proposals on other makes and catalogs will be considered, provided each Proposer clearly states on the face of their Proposal exactly what is proposed to be furnished. Unless so stated in the Proposal, it shall be understood that the Proposer intends to furnish the item specified and does not propose to furnish an "equal". The City hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Proposer proposes to furnish which contains minor or major variations from specification requirements.

## **9. PAYMENT/PERFORMANCE BOND - FOR CONTRACTS EXCEEDING \$150,000**

For public works projects of any kind costing over \$150,000, The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the faithful performance of the obligation of the Agreement Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement Documents and compliance with all applicable law, including the Prevailing Wage Act to the extent it applies. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the City, and shall name the City as a primary co-obligee. The cost of the bonds is to be included in the Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Agreement. The failure of the successful Proposer to enter into an Agreement and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the City may grant if the forms do not meet its approval shall constitute a default, and the City may either award the Agreement to the next responsible, responsive Proposer or re-advertise for proposals. A charge against the defaulting Proposer

may be made for the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

#### **10. CHANGES**

Illinois law (720 ILCS 5/33E-9) requires that changes in excess of \$25,000 or extensions greater than one hundred eighty (180) days must comply with the Criminal Code. Likewise, Illinois law (50 ILCS 525/5) expresses for a change order that authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for proposing in the same manner for which the original contract was proposal. The Finance Director, or their designee, shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change

#### **11. TAX EXEMPTION**

Federal Excise Tax does not apply to materials purchased by the City of Park Ridge by virtue of Exemption Certificate No. 36-600-6041. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Park Ridge by virtue of Illinois Tax Exemption Identification No. E9998-1408-05. The prices quoted herein shall comply with all Federal Laws and Regulations. The City will permit the successful proposer to use the City's exemption certificate to procure the equipment necessary for the completion of this project.

#### **12. FAIR EMPLOYMENT**

Proposer's signature on the Proposal Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

#### **13. DRUG FREE WORKPLACE ACT**

At the time of contract, the Contractor will make certification required in the Contract and will comply with all provisions of the Drug Free Workplace Act that are applicable to the Company. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including but not limited to suspension of the Contract with the City, termination of the Contract and debarment of contracting with the City for at least one (1) year but not more than five (5) years.

#### **14. HAZARD COMMUNICATION**

All on-site contractors shall be informed of chemical hazards to which their employees could possibly be exposed while working for the City. Upon request, this information is made available to the contractors and their subcontractors by the prime contractor. It is the contractors and subcontractor's responsibility to train their own employees on Hazardous Communications and the handling of hazardous materials. It is the responsibility of the contractor to inform the City of any hazardous substances brought and stored on City property. The contractor must also provide a Safety Data sheet for such chemicals.

#### **15. WARRANTY/GUARANTEE**

The Proposer warrants to the City that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the City. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Proposer, improper or insufficient maintenance, improper

operation, or normal wear and tear and normal usage. Unless otherwise described in the specifications, labor and materials provided under this agreement will be guaranteed for a period of one year, or the term of the manufacturer's warranty, whichever is greater.

#### **16. NON-BARRED PROPOSING**

The Proposer must certify that it is not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting proposal-rigging or proposal rotating by executing the included certification as required by 720 ILCS 5/33E-11.

#### **17. ILLINOIS FREEDOM OF INFORMATION ACT (FOIA)**

Contractor understands that amendments to the Illinois Freedom of Information Act (P.A. 96-0542), which took effect January 1, 2010, requires the Contractor to produce to the City any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five (5) business days of the City's receipt of a request for said records. Accordingly, the Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) and agrees to deliver to the City all records in its possession relating to this agreement within three (3) business days of a request by the City for said records. Contractor agrees to reimburse the City any fees, fines, or costs incurred by or assessed against the City for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the City within three (3) business days of its receipt of a request from the City to do so. An e-mail request for records and documents sent during business hours will be considered received by the Contractor on the day sent. The Contractor shall not be entitled to receive any wages, fees, or costs of any kind from the City for the production of documents and records in response to a Freedom of Information Act request.

#### **18. INSPECTION OF MATERIALS**

The City shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the City. Materials, equipment, components or completed work not complying therewith may be rejected by the City and shall be removed and replaced by the Contractor at no cost to the City.

#### **19. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the City and shall indemnify and hold harmless the City and the Architect/Engineer (if any) and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity that the Owner would otherwise have. The Contractor shall similarly, protect, indemnify, and hold and save harmless, the Owner, its officers, officials, employee, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not limited to: (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

## **20. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract shall be assigned or any part of the same subcontracted without the prior written consent of an authorized agent of the City; but in no case shall such consent relieve the Contractor from their obligation or change the terms of this contract. The Contractor shall not transfer or assign any contract funds or claims due or to become due without the prior written approval of an authorized agent of the City having first been obtained. The unauthorized transfer or assignment of any contract funds in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the City is concerned.

## **21. CONFLICT OF INTEREST**

The Proposer covenants that to the best of its knowledge no member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the solicitation or approval of this contract, shall have or does have any personal interest, direct or indirect, in this contract.

The Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the work to which this contract pertains which would conflict in any manner or degree with the performance of its services hereunder. The Proposer further covenants that in the performance of this contract, it shall not employ any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the solicitation or approval of this contract.

## **22. COMPLETION**

Proposer shall complete the services within the timeline set forth in the Proposal Documents. Failure of the Proposer to complete these services in accordance with the Specifications shall constitute a breach of the Contract.

## **23. TERMINATION, CANCELLATION AND DAMAGES**

This contract may be terminated for convenience upon mutual agreement of both parties. The City may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the City's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to correct before the termination becomes effective.

If the City terminates this Contract because of the Contractor's breach or default, the City shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost for cover, incidental and consequential damages, and the cost of re-proposing. The City may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) any additional costs actually incurred by Contractor as are permitted by the prime contract and approved by City. The Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment

If the City of Park Ridge fails to appropriate funds to enable continued payment of yearly or multi-year Contracts the City may cancel, without termination charges, provided Contractor received at least thirty (30) days prior written notice of termination

#### **24. PAYMENTS AND COMPLETION**

The City requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due to each subcontractor, vendor, supplier, or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment shall not be made by the City without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements. In addition, the City shall not make payment until the monthly certified payroll has been submitted or evidence is presented that it has been filed with the Department of Labor.

Payment terms shall be in accordance with the provisions of the Local Government Prompt Payment act, 50 ILCS 505/1 et seq., after receipt by the City of the Contractor's invoice.

Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the City with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

#### **25. PRICING**

The costs will be fixed during the first three years of the contract. In the event the contract is extended, a one-time economic adjustment for labor, material, supplies, and equipment costs may be negotiated for each one-year extension to the Contract after the initial term period has completed. Annual increases to prices shall not exceed the annual percentage increase in the Chicago Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period with a maximum increase of three percent (3%).

#### **26. TERM OF CONTRACT**

The term of this Contract shall be as set forth in the Summary of Work. This Contract is subject to the City's purchasing policy with regard to any extensions hereof.

#### **27. PUBLIC RELATIONS**

The Contractor shall endeavor at all times to maintain good public relations and to present the City in a positive light. Any action by the Contractor which damages the City's good will shall be considered a breach of this Agreement.

**END OF GENERAL CONDITIONS**



## INSURANCE REQUIREMENTS

Upon notice of acceptance of Proposal, the successful proposer shall, within fifteen (15) calendar days of said notice, but before commencing work or furnishing materials, furnish to the Procurement Officer a certificate of insurance evidencing coverage in the types of insurance and in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the City, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A. M. Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the City of Park Ridge at least thirty (30) days prior notice thereof in writing. The contractor shall maintain all required insurance in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the City.

1) Workman's Compensation: STATUTORY coverage for all persons whom the contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the City free and harmless of all personal injuries of all persons whom the contractor may employ directly or through subcontractors.

2) Employer's Liability: \$2,000,000 minimum liability, for each disease and each accident.

3) Comprehensive General Liability; including Bodily Injury and Property Damage.

**Coverage shall be provided in the following minimum amounts:**

**\$2,000,000 Each Occurrence - Combined Single Limit**

**\$2,000,000 Aggregate - Completed Operations**

**\$2,000,000 Each Occurrence - Blanket Contractual Liability**

4) Comprehensive Automobile Liability, Owned, Non-owned and Hired: The contractor shall take out, pay for, and maintain until the completion and acceptance of the work under this contract insurance as shall protect them from claims for bodily injury and property damage, which may arise from the use of motor vehicles engaged in various operations under this contract. Coverage shall be provided in the minimum amount of \$2,000,000 for Combined Single Limit.

5) Umbrella Liability; as required.

6) General Insurance Requirements. **The City of Park Ridge shall be named as an additional insured on all liability policies required herein.** The requirement to obtain and maintain insurance shall be solely the responsibility of the Contractor and cannot be waived by any act or omission of the City. The Contractor shall cause each subcontractor engaged in work described in this contract to obtain insurance of the kind required herein. When requested by the City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### NOTIFICATION OF SURETY OR INSURANCE COMPANIES

The surety companies, other signers of any required bonds, and the insurance companies shall familiarize themselves with all of the conditions and provisions of these specifications and contract documents, and hereby waive all rights of special notification of any change or modification of this contract in regard to the scope of the work, time of completion, cancellation or termination, or of any other act or acts by the City of Park Ridge or its authorized employees and agents under the terms of this contract. Failure to notify the previously mentioned surety or insurance companies of change or modification shall in no way relieve the surety or insurance companies of their obligations under this contract.

**END OF SECTION**

## SUMMARY OF WORK

### PURPOSE

The City of Park Ridge is seeking qualified vendors to submit proposals for ambulance billing and delinquent account debt collection services as it relates to ambulance billing per the specifications identified in this document.

### TERM OF CONTRACT

The initial term of this contract is three (3) years starting on or about April 1, 2025, following approval by the City Council, and expire on April 1, 2028. This contract may be extended for up to two (2) annual periods provided all terms, conditions, and specifications remain the same, both parties agree to the extension, and the extension is approved by City Council. The Vendor shall notify the City at least sixty (60) days prior to the expiration of the Contract as to whether they are agreeable to such extension.

The costs will be fixed during the first three years of the contract. In the event the contract is extended, a one-time economic adjustment for labor, material, supplies, and equipment costs may be negotiated for each one-year extension to the Contract after the initial term period has completed. Annual increases to prices shall not exceed the annual percentage increase in the Chicago Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period with a maximum increase of three percent (3%).

### BACKGROUND

The Park Ridge Fire Department (PRFD) responds to medical calls with two (2) ambulances.

**Figure 1. EMS calls and transports 2022-2024**

Year	EMS Calls	Transports
2022	4,035	2,943
2023	4,008	2,925
2024	*3,843	*2,719
*Stats through November 2024.		

PRFD regularly transports patients to the following medical facilities:

- Ascension Resurrection Medical Center, Chicago, IL;
- Advocate Lutheran General Hospital, Park Ridge, IL;
- Glenbrook Hospital, Glenview, IL.

The City's current billing and management reporting provider is EMS MC. The current contract provides for payment of 3.5% of collections. The City's current delinquent account debt collection provider is A/R Concepts, Inc. The current contract provides for payment of 30% of all delinquent debt amounts collected.

For the time period April 2022 through October 2024 (annual totals in Figure 2):

- City PRFD Collection percentage was 45%.
- Average collected per transport is \$417.
- Net Collections were \$3,135,843.
- Approximately 50% of transports are Medicare and Medicaid.

**Figure 2.** City collection statistics, April 2022 – October 2024.

<b>Time Period</b>	<b>Net Collected</b>	<b>Collection Rate</b>
Apr 2022 – Dec 2022	\$698,035	55%
Jan 2023 – Dec 2023	\$1,562,969	50%
Jan 2024 – Oct 2024	\$874,838	32%

**SCOPE OF SERVICES**

The Vendor shall perform the following Services of this Contract.

- A. Provide all personnel, materials, and services needed to perform ambulance billing services and delinquent account debt collection services as it relates to ambulance billing.
- B. Ensure all required documentation and agreements with payers are properly filed and maintained.
- C. Obtain pre-approval from the City for all forms used in the execution of this contract.
- D. Review, prepare, and mail invoices upon receipt of ambulance report data to the patient within seven (7) business days or submit claim to payer if insurance information is readily available. This mailing shall include all necessary forms for payment processing, a copy of the Customer Satisfaction Survey, along with a return envelope. Upon receipt of patient claim information, if required, electronically submit Medicare, Medicaid, and insurance claims within 3 business days. Manual submission of claims is acceptable only if electronic submission is not available.
- E. Ensure proper security and confidentiality of patient information and records, including, but not limited to executing a business associate agreement as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Comply with all HIPAA rules and regulations.
- F. Provide all labor, materials, and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing.
- G. Utilize current diagnostic coding to ensure compliance with federal, state, and local regulations.
- H. Assist the City of Park Ridge, upon request, in providing data and completing applications for any federal, state, or local project reimbursement or alternate funding sources.
- I. Resubmit or resolve denied or disallowed claims.
- J. Accept responsibility for patient billing inquires and complaints during regular business hours.
- K. Provide the tracking of submitted claims to ensure timely payments.
- L. Provide monthly statements to allow patients to be aware of outstanding balances.
- M. Maintain generally accepted accounting procedures for the reconciling of all financial transactions.

- N. Facilitate the posting of revenues and provide document(s) related to the transaction with the City's banking institution.
- O. Ensure that requests for refunds include the patient's payment information along with a detailed explanation of the reason for the request and all information necessary to process a refund request.
- P. Provide prompt, accurate reporting which shall include as requested:
  - a. Reports shall clearly differentiate between resident and non-resident patients;
  - b. A detailed report showing each activity that has taken place during the day including receipts, charges, adjustments and total accounts receivable;
  - c. This report should note exceptions where a different, approved amount is being charged instead of the standard amount(s);
  - d. A report showing all transactions that affect the General Ledger. This report shall be available in either detail or summary form;
  - e. Prompt, accurate monthly reporting which shall include the gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies and settlements), refunds, payments and indigence cost of care rolling up to the net ending accounts receivable balance due. Include on this report the number of trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip. Accounts are closed out by the second week of the month and custom reports generated the following week unless otherwise specified. Prepare a financial summary showing "period to date" and "year to date" totals for charges, receipts, adjustments, net accounts receivable, total accounts, receivable and collection percentage, and aging reports;
  - f. All reports necessary to reconcile bills generated with PCRs created.
- Q. Utilize billing and data systems compatible with the City EMS software with its ImageTrend, Inc. EMS Service Bridge™ interface.
- R. Provide an online payment portal, linked to Park Ridge City website, for resident payments payable by credit card.
- S. Ensure that all data collection, reporting, and billing methods comply with all current State and Federal Regulations.
- T. Provide online access to information and hard copy reports as required by the City, including but not limited to:
  - a. Run tickets received/billed;
  - b. Payments received;
  - c. Outstanding balances;
  - d. Adjustments and refunds;
  - e. Aging of open accounts;
  - f. Accounts forwarded to City collection agency;
  - g. Status of all accounts.

- U. Provide regular updates and on-going training on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.
- V. Provide the Contractor's "Red Flag" plan and all updates throughout the term of the contract.
- W. Identify the most critical issues that must be satisfactorily addressed to ensure this contract will be successfully transitioned. The proposing company shall be prepared to work with the City's existing medical billing service to allow for a seamless transition of service.
- X. Ensure the City has access to all data, documents, files, and information generated, processed, or stored under this Contract before and after termination or expiration of this Contract. Data shall be provided in a mutually agreed-upon format that is readable and usable by the City.

**AMBULANCE FEES**

The fees for ambulance and life support services shall be set annually by reference to the rates established and ascertained by the Illinois Department of Healthcare and Family Services, Ground Emergency Medical Transportation (GEMT) Program. Such rates are imposed upon any person to whom such services are provided.

**END OF SECTION**

## PROPOSAL REQUIREMENTS

Proposals must be presented in a clear, comprehensive, and concise manner illustrating the firm's qualifications, capabilities, and technical expertise. All proposals shall include the following information:

- 1. Introductory Letter of General Firm Qualifications**
  - a. Provide a statement that portrays the firm's qualifications that apply to the Scope of Services including proficiency in the Ground Emergency Medical Transportation (GEMT) program and the firm's ability to carry out the scope and extent of the work required (i.e., experience, facility, staffing, equipment, and technology).
  - b. Present any information considered essential in the comprehension of the proposal.
- 2. Approach and Methodology** - Include description of invoicing processes, patient contact processes, timing of sending late notices, method of collecting payment, how Medicare accounts are administered, and delinquent collection processes.
- 3. Sample documents** – must include samples of the following:
  - a. Patient invoices and communication
  - b. Billing payment processes
  - c. Automated claims submission to third parties (e.g., insurance providers, CMS, etc.)
- 4. Sample Reporting**
  - a. Provide samples of available reporting documents and samples of all GEMT specific reports including but not limited to: GEMT Cash Receipts and Adjustment Report, GEMT Deposit Slip by Check/Transaction Type, GEMT Collection Statistic Report, and to what extent can the GEMT amounts be tracked.
- 5. Timeline of Implementation**
  - a. Describe how the firm will transfer the existing billing data and any requested information to a new system.
- 6. Fee Proposal** – Provide both the billing rate percentage rate and delinquent collection rate percentage your firm proposes.
- 7. GEMT** – Provide a brief description of the Firm's proficiency in the GEMT process and experience with managing this process with other Illinois Fire Departments. Describe the collection and posting process related to all GEMT funds and describe any and all fees charged by the Vendor in association with GEMT payment processes.
- 8. Data & Document Accessibility** – Provide a brief description of how the Firm will make data and documents (invoices, notices, letters, etc.) available to the City before and after termination or expiration of this Contract.
- 9. Municipal Client References** – Provide details for a minimum of five (5) municipal clients similar in size and scope of services as those presented in this RFP. Please note if the client participates in GEMT and if your firm managed that process.

## PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

CRITERIA	POINTS
FIRM'S BACKGROUND, HISTORY, YEARS WORKING WITH PUBLIC MUNICIPALITIES AND REFERENCE CHECKS	25
EXPERIENCE WITH GEMT PROCESS	15
SAMPLES OF REPORTS USED	5
STATEMENT OF UNCOLLECTABLES: Current Rate / How does your company handle debt collections? / How does your company handle Medicare/Medicaid billing?	20
BILLING & DELINQUENT COLLECTION RATES AS PERCENTAGE (%)	35
TOTAL	100

## **CONTRACT CERTIFICATIONS / AFFIDAVIT**

Please certify the following by signing below:

### **A. CERTIFICATION TAX COMPLIANCE**

Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the City of Park Ridge, or if it is:

- (1) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- (2) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

### **B. CERTIFICATION - SEXUAL HARASSMENT POLICY**

The undersigned, on behalf of the entity making this Bid or bid, certified that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A.

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment, under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

### **C. ILLINOIS DRUG FREE WORKPLACE STATEMENT**

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
2. Specifying the actions that will be taken against employees for violating this provision.
3. Notifying the employees that, as a condition of their employment to do work under the contract with the City, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, or employee assistance program.
  - d. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City and shall post the statement in a prominent place in the workplace.
6. The undersigned will notify the City within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free workplace through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the workplace, he shall:



- a. Take appropriate action against such employee up to and including termination;  
or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**D. BID RIGGING / ANTI-COLLUSION AFFIDAVIT**

The undersigned does hereby certify to the City, its Council Members, officers and employees that neither I nor employees of the company are barred from bidding on the contract for which this bid is submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

**CERTIFICATION - EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor also agrees that all of the Contractor's employees are authorized to work in the United States.

The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are equally treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion and transfer.
2. Recruitment or recruitment advertising.
3. Layoff or termination.
4. Rates of pay or other forms of compensation.
5. Selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

**E. GENERAL LAW COMPLIANCE**

All project construction Work shall comply with all State and Municipal Laws and Regulations, and with all Local Ordinances and Rules pertaining to this Work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these Specifications.

All successful Contractors must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (Section 2-105,775 ILCS5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The Contract with the successful Bidder will provide for this requirement. The Statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the City and available to the Contractor upon request.

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE VENDOR TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID OR BID.**

PLEASE CERTIFY TO COMPLIANCE OF SECTIONS A, B, C, D, E, F:

X \_\_\_\_\_ DATE \_\_\_\_\_  
Name and Title

**END OF CERTIFICATIONS**

**BID CONTRACT EXECUTION**

**TO BE EXECUTED BY OWNER / SOLE PROPRIETOR**

Signature of Proprietor: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_

**TO BE EXECUTED BY A PARTNERSHIP/LIMITED LIABILITY COMPANY**

Partnership Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signatures and Addresses of All Members of the Partnership/Managers of the LLC:

1) \_\_\_\_\_

2) \_\_\_\_\_

**TO BE EXECUTED BY A CORPORATION**

Corporate name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Names of Officers of the Corporation:

President:

Secretary:

Vice President:

Treasurer:

**[Redacted Signature]**  
The undersigned proposes, in accordance with the terms and conditions of the Contract Documents, of which this Proposal is a part in accordance with the General Conditions and Instructions to Proposers, Special Conditions, Insurance, Certifications, Specifications or Scope of Work, Proposal Pricing:

- The undersigned hereby acknowledges having received a full Proposal Document including **ADDENDA NUMBERS** \_\_\_\_\_ **(if applicable)**

X \_\_\_\_\_  
(Signature and Title)

**BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Notary Public & SEAL) My Commission Expires: \_\_\_\_\_

## VENDOR PROFILE

### COMPANY INFORMATION

COMPANY NAME (Complete, legal company name.)			
DOING BUSINESS AS			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME		TITLE	
TELEPHONE NUMBER		EMAIL	
ADDRESS	CITY	STATE	ZIP CODE
WEBSITE			

### REMIT INFORMATION

COMPANY NAME (Complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME		TITLE	
TELEPHONE NUMBER		EMAIL	
ADDRESS	CITY	STATE	ZIP CODE

### INVOICING INFORMATION

Bills can be emailed to: [AP@PARKRIDGE.US](mailto:AP@PARKRIDGE.US) or mailed to:

City of Park Ridge  
Attn: Accounts Payable  
505 Butler Place  
Park Ridge, IL 60068  
Ph: 847-318-5200

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between \_\_\_\_\_ (hereafter the "Contractor") and the City of Park Ridge (hereafter "Agency").

WHEREAS Contractor will be performing services and work for the Agency as set forth in the **RFP FN-25-01 AMBULANCE BILLING & COLLECTION SERVICES** which incorporates by express reference the following documents: **CONTRACTOR PROPOSAL DOCUMENTS** (collectively the "Project Documents"), and which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

WHEREAS, the Project Documents, and this Agreement comprise the terms of the engagement of the Contractor by the Agency and are hereby incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Agency and to indemnify and hold harmless the Agency and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Agency would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Agency, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.
3. Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Procurement Officer a certificate of insurance evidencing coverage in the types of insurance and in the amounts specified below. Such coverage shall be placed with a

responsible company acceptable to the City, licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A. M. Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the City of Park Ridge at least thirty (30) days prior notice thereof in writing. The contractor shall maintain all required insurance in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the City.

- 1) Workman's Compensation: STATUTORY coverage for all persons whom the contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the City free and harmless of all personal injuries of all persons whom the contractor may employ directly or through subcontractors.
- 2) Employer's Liability: \$2,000,000 minimum liability, for each disease and each accident.
- 3) Comprehensive General Liability; including Bodily Injury and Property Damage.

**Coverage shall be provided in the following minimum amounts:**

**\$2,000,000 Each Occurrence - Combined Single Limit**  
**\$2,000,000 Aggregate - Completed Operations**  
**\$2,000,000 Each Occurrence - Blanket Contractual Liability**

- 4) Comprehensive Automobile Liability, Owned, Non-owned and Hired: The contractor shall take out, pay for and maintain until the completion and acceptance of the work under this contract insurance as shall protect them from claims for bodily injury and property damage, which may arise from the use of motor vehicles engaged in various operations under this contract. Coverage shall be provided in the minimum amount of \$2,000,000 for Combined Single Limit.
- 5) Umbrella Liability as required. **The City of Park Ridge shall be named as an additional insured.**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

- 6) General Insurance Requirements. The City of Park Ridge shall be named as an additional insured on all liability policies required herein. The requirement to obtain and maintain insurance shall be solely the responsibility of the Contractor and cannot be waived by any act or omission of the City. The Contractor shall cause each subcontractor engaged in work described in this contract to obtain insurance of the kind required herein.
4. The surety companies, other signers of any required bonds, and the insurance companies shall familiarize themselves with all of the conditions and provisions of these specifications and contract documents, and hereby waive all rights of special notification of any change or modification of this contract in regard to the scope of the work, time of completion, cancellation or termination, or of any other act or acts by the City of Park Ridge or its authorized employees and agents under the terms of this contract. Failure to notify the previously mentioned surety or insurance companies of change or modification shall in no way relieve the surety or insurance companies of their obligations under this contract.

5. To agree that nothing contained in the insurance requirements of the Agreement is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
6. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
7. Reserved.
8. Reserved.
9. Contractor agrees to maintain, without charge to the Agency, all records and documents for projects of the Agency in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Agency under any subpoena, administrative investigation or the Freedom of Information Act so that the Agency may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Agency and if possible, the Agency shall request an extension so as to comply with the Act. In the event that the Agency is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Agency harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
10. The Agency will pay Contractor its fees for the work actually rendered at the rates stated in the Project Documents and in accordance with the Local Government Prompt Payment Act. Such fees will be all-inclusive of professional fees and applicable taxes. The Agency will not be responsible for paying overtime rates unless agreed to otherwise in the Project Documents. At no time during the term of this Agreement will the rates stated in the Project Documents be increased. Contractor shall be responsible for all expenses incurred by Contractor in performing the duties under this Agreement, unless otherwise agreed to in writing in this Agreement or the Project Documents. Requests for reimbursement of expenses agreed to in the Project Documents must be made to the Agency within sixty (60) days after the date the expense was incurred for the related work.

Invoices must be presented to the Agency in a format which includes, but is not limited to, the following information:

- a. The date of the related Agreement.
- b. The period during which invoiced work was performed.
- c. The actual number of hours worked by day, if payments are based on hourly rates.
- d. A detailed description of the work performed.
- e. The invoice number.
- f. A copy and detailed description explaining the basis for reimbursement of all receipts for any expense(s) for which reimbursement is sought. Each receipt must show the amount, date, and nature of the expense.

Invoices may be billed for work actually rendered and pre-approved expenses actually incurred no more than monthly. Contractor agrees to (i) submit invoices to the Agency on a Monthly basis

("Billing Period") and (ii) to provide the Agency with a detailed invoice no later than fifteen (15) days after the completion of each Billing Period. The Agency reserves the right to withhold payment due Independent Contractor hereunder for any work the performance and acceptance of which is in dispute.

11. Upon the Agency's reasonable request, Contractor agrees to (i) provide a written report of progress under the Project Documents, (ii) attend scheduled meetings to discuss the progress being made under the Project Documents, and/or (iii) permit the Agency to inspect all work accomplished and/or in progress under the Project Documents.
12. Contractor agrees not to make any written use of or reference to the name or trademarks of the Agency, the Agency's customers or the Agency's suppliers (or any name under which the Agency, the Agency's customers or the Agency's suppliers do business) for any marketing, public relations, advertising, display or other business purpose or make any use of the facilities of the Agency or the Agency's customers for any activity unrelated to the express business purposes and interests of the Agency under this Agreement, without the prior written consent of the Agency. The Agency's consent may be withheld or granted in the Agency's sole and absolute discretion.
13. Contractor agrees that the work provided under this Agreement will be provided by trained personnel and in a professional manner using commercially reasonable efforts, and that the work Contractor provides to the Agency will meet the requirements set forth in the Project Documents. Contractor warrants that Contractor is not subject to any restrictions, legal or otherwise, that would prevent it from entering into or carrying out the provisions of this Agreement.
14. In the event of any conflict between this Agreement and the Project Documents, the terms and conditions of this Agreement shall prevail, except as specifically set forth herein. Any invoice, purchase order, or other form of agreement presented by the Contractor as part of the Project Documents is hereby expressly superseded. The Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes any previous agreements and understandings and, except as expressly provided in the Agreement, can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of the Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition. To the extent that this Agreement conflicts with the provisions of any other agreement governing the business relationship between Agency and Contractor, the provisions of this Agreement shall govern and, to the extent necessary, shall constitute an amendment to such other agreement.
15. Contractor may not assign the Agreement or transfer any rights or obligations under the Agreement (including, without limitation, by a change in the control of Independent Contractor) without the Agency's prior written consent under an assignment addendum, such consent to not be unreasonably withheld. Any assignment or transfer in violation of this Section is void. The Contractor may employ subcontractors to perform a portion of the work without being in violation of this Section, provided the Contractor shall remain directly responsible for the performance of the work described in this Agreement.
16. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including, without limitation, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.
17. This Agreement may be immediately terminated for cause by the Agency for either (i)



Contractor's breach of the Agreement, (ii) Contractor's breach of state or federal regulatory provisions set forth by written notification by the Agency to Contractor, (iii) Contractor's breach of or noncompliance with the Project Documents; or (iv) if the Agency determines that Contractor is unfit or otherwise unsatisfactory to perform the obligations outlined in the Project Documents or the Contractor fails to timely provide to the Agency any work included in the Project Documents. Such termination shall not prejudice any other remedy to which the Agency may be entitled to either by law, in equity, or under this Agreement.

18. **Section 14. No Disqualifications**

A. **Patriot Act.** Each Party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

B. **Debarment.** The Parties hereby certify that they are not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Agency, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Agency.

This contract shall become effective upon execution by the City Manager, (or Finance Director, if authorized) on behalf of the City of Park Ridge, unless another effective date is specified in the solicitation documents or Attachment(s).

**CONTRACTOR:**

\_\_\_\_\_  
Type or Print Name of Contracting Entity

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

\_\_\_\_\_  
(Date)

**CITY OF PARK RIDGE, ILLINOIS**

**A municipal corporation:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

\_\_\_\_\_  
(Date)

SAMPLE