

UPPER MERION TOWNSHIP

**Montgomery County
Pennsylvania**



REQUEST FOR PROPOSALS FOR AMBULANCE BILLING

**October 15, 2018
Revised on October 19, 2018**

**Office of the Director of Public Safety
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, Pennsylvania 19406**

UPPER MERION TOWNSHIP
REQUEST FOR PROPOSALS

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UPPER MERION TOWNSHIP
REQUEST FOR PROPOSAL

I. INTRODUCTION

A. General Information

The Board of Supervisors of Upper Merion Township is requesting sealed proposals to establish a requirement contract through competitive negotiations for providing Ambulance and other emergency response billing services for Upper Merion Township Fire and Emergency Medical Services (EMS). **Two documents** are requested to be submitted by the vendor to the Township. The **first sealed envelope** will be the company's qualifications and other requested information within this proposal. The outside of this envelope should be marked "qualifications" along with the company's name. The **second sealed envelope** should contain the pricing information for the services requested in this proposal only. The second envelope should be marked "pricing" along with the company's name.

There is no expressed or implied obligation for Upper Merion Township to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered one (1) original hardcopy and four (4) copies, as well as one (1) electronic copy clearly identified as "Original" and one (1) electronic copy clearly identified as "Redacted Copy of Original" removing any proprietary data or material, of the proposal must be received by Dennis L. Rubin, Chief of Fire & EMS. The hardcopy is to be mailed or delivered to the Upper Merion Township Building, 175 W. Valley Forge Road, King of Prussia, PA 19406 and emailed to drubin@umtownship.org, by 5:00 p.m. on or before November 15, 2018. Upper Merion Township reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by a selection committee consisting of the following Township officials:

Director of Public Safety
Chief of Fire & EMS
Lieutenant of Administration/Emergency Management

The Selection Committee will make recommendations to the Board of Supervisors, who will make the final selection. During the evaluation process, the Selection Committee reserves the right, where it may serve the township's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Board of Supervisors, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Upper Merion Township reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract

between Upper Merion Township and the firm selected.

It is anticipated the selection process will be completed by **November 30, 2018**. Following the selection process, it is expected that notification and an executed contract between both parties will be completed no later than December 15, 2018.

The Board of Supervisors will have the right to adjust the date for final selection and execution of a contract with the selected provider.

B. Term of Engagement

The initial term of this contract shall be effective from January 1, 2019 through December 31, 2019. This contract may be renewed by the Township for five (5) successive one year periods under the terms and conditions of the original contract. The percentage fee will remain the same for each renewal period. Upon a determination by the Township to renew this contract for an additional term, written notification will be given to the contractor. The Board of Supervisors has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

II. SCOPE OF WORK/SPECIFICATIONS

A. General

The successful contractor will be responsible for providing a fully comprehensive and automated medical billing and collection system, training, technical and administrative support. Upper Merion Township Fire and EMS medical services include, but are not limited to, the emergency treatment and/or transportation of patients, inter-facility patient transfers, air ambulance missions as well as any future EMS services such as health and wellness or community-based paramedic programs. The proposed contract is intended to support the day-to-day operations, functions, and activities of the operational and management staff of the Upper Merion Township Fire and EMS in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party, automotive insurance carrier and/or insurance provider. The contractor is responsible for providing a comprehensive medical billing and collection system which will provide new solutions that meet all the requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs such as the Affordable Care Act (ACA), and commercial insurance companies (collectively referred to as Insurance Providers). The responding proposal should list and detail services which will meet the functional requirements as set forth in this Request for Proposal (RFP).

B. Continuity Program

The contractor will ensure throughout the terms of the contract that continuity of operations to protect the best interest of Upper Merion Township and its EMS billing components. The Continuity Plan is the roadmap for the implementation and management of the Continuity Program inclusive of the following functions:

1. Essential Functions – a subset of business and other organizational functions that are determined to be critical activities used to identify supporting tasks and resources that must be included in the agency’s and organization’s continuity planning process.
2. Orders of Succession – essential part of an agency’s and organization’s continuity plan to ensure that agency and organizational personnel know who assumes the authority and responsibility of the agency’s and organization’s leadership if that leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
3. Delegations of Authority – establish who has the right to make key decisions during a continuity situation.
4. Continuity Facilities – alternate facilities from which an agency and organization can perform its essential functions in a threat-free environment.
5. Continuity Communications – the availability and redundancy of critical communications systems to support connectivity to internal and external organizations, customers, and the public is vital to the success of agency and organization operations.
6. Vital Records Management – the identification, protection and ready availability of electronic and hard copy documents, references, records, information systems, data management software and equipment needed to support essential functions during a continuity situation.
7. Human Capital – provides guidance to emergency employees and other special categories of employees who are activated by an agency and organization to perform assigned response duties during a continuity event.
8. Tests, Training, and Exercises – Provisions made for the identification, training, and preparedness of personnel capable of relocating to alternate facilities to support the continuation of the performance of essential functions.
9. Devolution of Control and Direction – capability to transfer statutory authority and responsibility for essential functions from an agency’s and organization’s primary operating staff and facilities to other agency and organization employees and facilities, and to sustain that operational capability for an extended period.
10. Reconstitution – the process by which surviving and/or replacement agency and organizational personnel resume normal agency operations from the original or replacement primary operating facility.

C. Records Management System

The contractor should be prepared to retrieve / receive necessary patient care reports to be billed utilizing our system-wide Fire Records Management System (Currently ImageTrend Elite software) within thirty (30) days following the execution of the resulting contract.

D. Standards to be Followed

The contractor to provide services and data input that is of the highest quality by industry standards for accuracy and completeness, which can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and Upper Merion Township Fire and EMS. The contractor will perform all activities, services, and deliverables under the general direction and guidance of the Upper Merion Fire and EMS Chief, however, the Township expects the contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary. The Township requires that all services be performed in compliance with all current applicable laws and regulations, Collection Act, Health Insurance Portability and Accountability Act ("HIPAA"), as well as any requirements of the Affordable Care Act (ACA).

E. Electronic Reporting

Contractor to provide quarterly written and electronic reports to the Upper Merion Fire and EMS Chief and the Township's Medical Director on areas of deficiency and identify areas where our pre-hospital personnel can improve documentation.

F. Patient Care Report (PCR) Processing

The Contractor to provide all labor, material and equipment, to gather all essential information for generating and processing all Patient Care Reports (PCR's) relating to Upper Merion Fire & Emergency Medical Services. Medical services include, but are not limited to, the emergency treatment and/or transportation of patients, inter-facility patient transfers, air ambulance missions as well as any future EMS services such as health and wellness or community based paramedic programs. Essential PCR information includes: patient demographics, origin and destination of transport; run times; responsible party; chief medical complaint; insurance information; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS) and procedures performed by technicians. Upper Merion Fire and EMS recognizes the importance of accurate and complete PCR information. Due to the serious nature of some patient's medical condition at the time of service, Upper Merion Township Fire and EMS personnel may not be able to obtain complete and accurate PCR documentation of information required by the contractor. To ensure generation and completeness of the PCR, the contractor will provide appropriate training on a semi-annual basis to ensure that all Fire and EMS employees and volunteers, who are involved in medical billing process, including pre-hospital providers, will have the necessary skills, knowledge, and abilities to accurately prepare the PCR. Upper Merion Township Fire and EMS will provide facilities, equipment and supplies for contractor to train our members. The contractor will be responsible for providing all training instructors and materials. All training will be conducted in Upper Merion Township, Pennsylvania. The contractor will coordinate training and times with our Chief or designee. The contractor will be responsible for providing Upper Merion Township

Fire and EMS with the latest changes and modifications of the PCR as required by the applicable insurance providers or as mandated by state and federal regulations.

G. Proper Patient Care/Medical Necessity Documentation

The contractor to provide annual onsite training as listed in this RFP. The contractor will continually provide updates and feedback to the Chief of Upper Merion Township Fire and EMS for proper demographic documentation as well as proper medical documentation for treated / transported patients. The contractor will ensure to the greatest extent possible proper documentation of medical care rendered and medical necessity on all PCRs. In addition, Upper Merion Township Fire and EMS will have access to provide documentation of notes to all accounts.

H. Required Patient Authorization and Insurance Information

The contractor is to ensure completeness of the PCR and patient insurance information.

I. Required Verification and Missing Information Follow-up

Provide all labor, materials and equipment for verification of PCR patient information. The contractor should gather missing patient information by, but not limited to; searching the Insurance Provider's databases for previous patient information if and as permitted; searching the contractor's billing database; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the contractor should verify and correct all patient information. The contractor should have the ability to electronically interface with our hospital databases to obtain all available information to collect an account on behalf of Upper Merion Township Fire and EMS.

J. Required Data Entry and Claim Submission

The contractor must be currently filing Medicare and Medicaid Claims electronically and must transmit Medicare/Medicaid claims via the required National Standard Format (NSF). The contractor is solely responsible for all data entry functions. The contractor's data entry personnel at their location will perform these functions. The following functions will be performed at the data entry level:

1. Electronic claims filing.
2. Automatic/demand claims processing with second request filing.
3. Export files.
4. Electronic remittance payment posting.
5. Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
 - a. Anthem Blue Cross and Blue Shield
 - b. Medicare
 - c. Medicaid
 - d. CHAMPUS

- e. HCFA-1500 for all commercial insurance carriers
- f. Other applicable carriers including commercial insurance carriers
- g. Any other paper submissions

K. Customer Service

The contractor will designate a Customer Service Representative who will provide patient account information Monday through Friday, 8:00 a.m. through 8:00 p.m. EST, excluding all Township holidays. The contractor will provide either a local telephone number, or a toll-free telephone number by which customers can contact the contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 8:00 p.m. Eastern Standard Time (EST). Escalated calls will be transferred to Upper Merion Township Fire and EMS Chief. All attorney request calls or letters must be submitted to Upper Merion Township Fire & EMS Chief as soon as possible.

L. Accounts Receivable and Transaction Posting

All collection, exchange or transmittal of patient information between the contractor and Upper Merion Township Fire and EMS or third-party insurance providers must comply with applicable patient privacy laws, including, but not limited to, HIPAA, upon its effective date. The contractor will be expected to train appropriate Upper Merion Township Fire and EMS personnel on the application of, and compliance with, patient privacy laws in accordance with the training parameters set forth in this RFP. The contractor will be responsible for providing written and electronic reports on a weekly basis on the status of all uncollected patient accounts. All patient account payments (checks, cash, money orders, credit cards) are to be payable to the Upper Merion Township Fire & EMS and will be deposited in an account identified by the Township Finance Department. All patient account payments will be sent to the contractor electronically (secure site) the day the deposit is completed. All data entry and posting will be accomplished by the contractor within two business days of receipt. All legal requests regarding EMS responses are to be referred to Upper Merion Township Fire & EMS Chief. Upper Merion Township Fire and EMS and or their designee must have access to ALL financial documentation on all accounts including credit cards, deposits and EFTs and adjustments.

The contractor, at a minimum, will develop the following information in an electronic and paper media format for inquiry into patient accounts. Electronic media will be accessed by Upper Merion Township Fire and EMS authorized personnel using Township equipment for secure remote access (secure server) for connection to the contractor's database. The contractor to provide written and electronic reports with all raw data in Microsoft Excel with the following minimal information:

1. The patient's account receivable report to include:
 - a. User defined data range (accounts over thirty (30) days, Medicare, e.g.)
 - b. Beginning and ending accounts receivable balance by summary
 - c. Charges
 - d. Payments by responsible parties

- e. Adjustments
 - f. Net total
2. Prepare a revenue analysis report which will provide current month and YTD collection information from each responsible party.
 3. Prepare a payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.
 4. Prepare an insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.
 5. Prepare an aged patient account analysis report in summary (per selected parameters) or in detail by all responsible parties.
 6. The Contractor's database will have the ability to print all code files in an alphabetic or numeric order.
 7. The ability to print reports by "query inquiry" by all Fire and EMS medical designated employees through Township operated desktops and servers connected to the contractor's database system.

The contractor will be responsible for transaction posting to each patient account that applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The contractor will be required to update all patient information when patient information is found to be incorrect. The contractor to provide electronic access to their database for Township Fire and EMS authorized personnel or their designee, to access the following patient information:

1. Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments, refunds/credits and any account adjustments, including, but not limited to the following:
 - a. Ability to "print" the computer screen displaying patient information.
 - b. Ability to "line item" access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and resubmissions of provider claims.
 - c. Ability to override all data fields by authorized by Township Fire and EMS personnel.

M. Required Rejection Follow-Up

The contractor will be responsible for the follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid and CHAMPUS, commercial carriers, e.g.). The contractor will be responsible for contacting insurance providers by telephone, mail or FAX in order to resolve each rejected claim on a claim-by-claim basis. The contractor will be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation and the resubmission of the rejected claim. The contractor will prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a monthly basis.

N. Required Entitlement Follow-Up

The contractor will be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The contractor will send an original invoice for services provided by Upper Merion Township Fire and EMS within ten (10) working days from the receipt of PCR. The contractor will generate and mail a statement of account to patients, responsible parties and/or insurance carriers thirty (30) calendar days after the original date of service. Once accurate patient insurance information has been obtained, the only follow-up directly to the patient permitted is a notification of any insurance payment activity. No patient is to be contacted directly for a payment of any unpaid balances. If insurance denies the claim, the patient invoice must reflect this verbiage as well as a due date of thirty days (30) from the date of invoice. In all cases the contractor will be responsible for preparing and mailing all invoices and other applicable notices. All notices, invoices and letters must be in a form approved by the Township and must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken by Township Fire and EMS requires the contractor to display a business-like demeanor in dealing with assigned accounts and will not tolerate debtor harassment, improper or unreasonable conduct by the contractor in the billing or collection process. If Upper Merion Township Fire and EMS discovers that the customer has been unduly harassed, Upper Merion Township reserves the right to terminate the contract.

O. Billing Process

The contractor should provide a comprehensive automated billing and collection system which will be compatible to all existing owned computer equipment and software. The contractor must have the ability to interface and import with our current Records Management System (currently Image Trend Elite) billing extract. This billing extract should be through a secure Virtual Private Network (VPN) utilizing secure File Transfer Protocol (FTP). The Software system will be divided into three segments for clarification, the Front-End billing, the Middle billing, and the Back-end billing process. The Front-End billing process will include completion of the PCR to all responsible parties. The Middle billing process will include receiving inquiries and correspondence for the posting of payments, returned mail, and responsible party follow-up for payments. The Back-end billing process will include working with all aged patient and responsible parties accounts. The software system will capture the necessary data that is generated from our RMS system (ImageTrend Elite) EMS software. The Township will not under any circumstances modify our current system nor will they authorize the contractor to contract directly with our RMS system (ImageTrend Elite) to make any modifications to Upper Merion Township's current system in order to satisfy the contractor's requirements in response to this RFP.

The contractor will provide all responsible parties with an automatic or on a demand basis invoice (bill, statement, e.g.). Invoice processing will be on a "soft billing concept" which is designed to primarily collect revenue from insurance parties. Upper Merion Township Fire & EMS may elect at any time throughout this contract to pursue "hard collections" through internal efforts or that of a third party collection agency. Soft collection efforts directly from the patient beyond three attempts are prohibited. Every direct contact with the patient should include notice

that the bill is merely the remaining balance on the account and a section which would allow the patient to simply mark a box and return to the billing company or a contact phone number to ask for hardship and possible exemption from payment of the balance. If the hardship is requested and granted, all attempts to collect directly from the patient are to IMMEDIATELY stop. Upper Merion Township Fire and EMS reserves the right at any time throughout this contract to implement hard billing options and seek collections. Upper Merion Township has agreed to provide ambulance transport services to a small group of individuals that are "life members" of the former Lafayette Ambulance & Rescue Squad, Inc. at no out-of-pocket cost to them or their immediate dependents as described in the Internal Revenue Service's code. The list of "life members" will be provided to the successful bidder at the time of contract award.

The contractor will accept from Upper Merion Township Fire and EMS any PCR's (patient refusals, non-transport and /or medical contacts etc.) and bill these calls at a flat rate determined by Fire and EMS or Medicare. Any of these PCR's that are actually from a motor vehicle crash, or similar incident, shall be billed to the appropriate automotive or health insurance company. Efforts to obtain such automobile insurance information should be given the same attentions as obtaining medical insurance information.

The contractor will develop as part of the software system a secure access patient account inquire for use by Upper Merion Township Fire and EMS personnel or their designee. Upper Merion Township Fire and EMS personnel must be able to inquire all patients' accounts by responsible parties, address, patient's social security number and the patient's insurance information. The system must allow for the entry and review of free text comments to all patient accounts. Both the contractor and Upper Merion Township Fire and EMS personnel must have the ability to update/correct patient information from a contractor developed inquiry screen and system.

1. Front-End Billing Process – Upper Merion Township Fire and EMS will provide through our pre-hospital technicians, completed electronic PCR's with all available medical documentation and patient information at the time of patient care. The completed PCR will be available to the contractor through the module of the ImageTrend Elite Software. The contractor will be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PCR. The contractor's collection and billing software system will provide any of the aforementioned items that are missing. The contractor will remain responsible and is required to perform all required research and incorporate all required information into the PCR. The contractor will provide the required information from the PCR to the responsible parties in both electronic and printed media.

2. Middle Billing Process – Upper Merion Township Fire and EMS will provide to the contractor all Explanations of Benefits (EOB) and correspondences pertaining to the medical billing process. The contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. The contractor will be responsible for all inquiries and resolution of responsible party denials and rejections. The contractor will contact the appropriate responsible party for the resolution, correction and resubmission of any patient billing. If the billing can be handled verbally, the billing will be updated and submitted for payment to the

responsible party. If the responsible party requires resubmission of the billing, the contractor will update the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will become non-collected and disposed of accordingly. If the bill is denied for failure to bill in a timely fashion, and the failure is the direct result of Upper Merion Township Fire and EMS actions, the bill will become non-collected and disposed of accordingly. If failure to bill in a timely fashion is caused by the contractor, the contractor will accept all financial responsibility and administrative costs concerning the patient's account. The contractor will be responsible for all responsible party mail and correspondence returned or rejected by the United States Postal Service pertaining to all medical billings. The contractor will research, correct, and resubmit all mail and correspondences to the proper responsible party. The contractor will provide all required office, postage supplies, to include postage costs and pre-paid overnight delivery services envelopes (i.e. FEDEX, DHL or UPS). Upper Merion Township Fire and EMS reserves the right to write off any bill for service that is in their best interest not to process for payment.

3. Back-End Billing Process - The contractor will be responsible for all written notices to responsible parties on the basis of the billing process.

P. Patient Refunds

The contractor will prepare and electronically deliver monthly reports of all responsible party billings which reflect an overpayment. The contractor will process all refunds / requests and appropriately note such refunds on the report in the same method as a deposit would be noted. All refunds must meet the Medicare refund 60 day rule. Any penalties, interest, or fees resulting from violation of the Medicare 60 day rule will be the sole responsibility of the contractor.

Q. Statistical Reporting

The contractor will generate and deliver all statistical raw data and reports in Microsoft Excel format which will be utilized by Upper Merion Township Fire and EMS authorized personnel, using Upper Merion Township computer equipment for secure connection to the contractor's medical billing and collection system. Upper Merion Township Fire and EMS must have the ability to electronically access the contractor's billing software 24 hours a day. The contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be compatible to both the contractor and Upper Merion Township computer systems and software. All statistical reports will include all raw data in Microsoft Excel.

R. Required Reports

The contractor must provide Upper Merion Township Fire & EMS with a series of reports to show management and financial information. It will be the discretion of the Upper Merion Township Fire & EMS Chief as to the frequency that is needed for reports. The contractor should be prepared to disseminate reports on a daily, weekly, monthly and quarterly basis. The contractor should be prepared to disseminate any special report requests required as part of

financial or security reporting needs. The following list of reports is the required minimum. The contractor may submit a report that they use which is equivalent for our approval.

1. Collection Statistics - Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debits or authorized write offs. The required format would have a minimum of four (4) columns as follows:

- a. Transport Month
- b. Gross billed in transport month
- c. Total collected in transport month
- d. Percentage of Clean Claims processed

2. Insurance Report – The portion of the actual collections and the accounts receivable, detailed by self-pay, Medicaid, Medicare and private insurance.

3. Monthly Payment Report - The credits and/or debits posted to the accounts receivable during the month. This is also the report that will be used by Upper Merion Township Fire and EMS in order to manage the Revenue Recovery program. The report must show the following information, at a minimum.

- a. Date of Service
- b. Date of Deposit
- c. Last four digits of Patient's Social Security Number
- d. Patient full name
- e. Ambulance Unit Number
- f. Agency Name for the ambulance
- g. Agency Name for the driver
- h. Agency Name for the attendant in charge of patient care
- i. Credit/Debit Amount
- j. Payment Type (Insurance or Self Pay)
- k. Total Monthly payment for each patient
- l. Account Number

4. Monthly Collection Summary – The monthly payments by original transport month. The columns will be:

- a. Incident Month
- b. Total billings for month
- c. Total collected for month
- d. Total Percentage of collections for month

5. Total Billings by Incident Month - The cumulative number of gross billings and percentages for each month, broken down by payer type (Private, Medicare, Medicaid, Anthem, and other insurance).

6. Accounts Receivable - An aged report of the amount owed by all transported patients at the end of the month. The format will be:

- a. Gross billings since inception
- b. Less: Payments since inception
- c. Less: Approved adjustments and write-offs since inception
- d. Ending balance of accounts receivable
- e. All past due accounts greater than 90 days and 180 days.

7. Adjustments and Write-Offs – Regarding the details of the above, the report must show:

- a. Date of Service
- b. Last four digits of Patient's Social Security Number
- c. Patient full name
- d. Adjustment or write-off payment (1 Account type – Re: Bank, Death)
- e. Passport
- f. The cumulative total

8. Billing and Demographics Report

- a. Date of Service
- b. Last four digits of Patient's Social Security Number
- c. Patients account number
- d. Patient full name
- e. Patient address
- f. Incident date
- g. Amount billed
- h. The monthly totals

Additionally, this report must summarize the monthly billing activity as follows:

- i. Number of ALS billings and amount billed
- j. Number of BLS billings and amount billed
- k. Number of mileage billing and amount billed
- l. Medical Denial and Reason for denial
- m. Responsible Party billing

9. Payment Percentages – Document percentages of responses which have received a payment. Column headings should be:

- a. Transport month and year
- b. Total patient transported
- c. Number not making payments
- d. Number making payments
- e. Percent making a payment

10. Refund Listing – Posted will be included in the monthly report.

Non-posted will require a monthly report. This is in order to maintain accuracy of the Revenue Recovery program.

11. Error Report - If the requirements of Section I. have not been met, then a weekly report should be provided to Upper Merion Township Fire and EMS for any additions or corrections to appropriately be billed.

12. Export Report – Daily report of PCRs that have received errors, duplicates and non-billables.

13. Queuing Report – A bill generated that cannot be billed i.e., John Doe and Jane Doe.

S. Subcontracting

No portions of the work shall be assigned to a subcontractor without the prior written consent of the Upper Merion Township Fire & EMS Department.

T. Security Requirements

1. General Security Requirements

- a. The offeror shall submit in writing information security and/or privacy policies, procedures or practices that describe the current information security measures that actively secure or control the exporting of sensitive data to other countries.
- b. Offeror(s) shall submit assurance methods (i.e., Information Security policies, standard operating procedures, etc.) that demonstrate compliance with the following information security best practices which govern all products and services provided on behalf of the offeror, subcontractors, implementation partners, or other implementation resources utilized by the offeror.

2. Best Practices

- a. Personnel Clearance
 - Establish a review process to evaluate all internal or sub-contracted positions for appropriate clearance levels of sensitivity.
 - Perform an employment and/or FBI background check on employees and sub-contractors that will be involved in direct support of or custody of the data and processes associated with the business solution/system.
 - Restrict access until new employees or sub-contractors complete a successful background screening process.
 - Separate duties among staff performing key functions which if not separated may create security collusion or other social engineering risks.
- b. Access Control
 - Use of least privilege when restricting access.
 - Maintain a responsible process for provisioning and de-provisioning employees and sub-contractors upon hire and employee termination or other departure.

- Logging and auditing to ensure user accountability for actions performed under their credentials.
 - Implement administrative, technical, and physical safeguards and precautions to ensure the business solution/system meets all related federal laws, regulations, policies, guidelines, and standards (i.e., HIPAA, PCI, etc.), if any apply.
- c. Privacy & Compliance
- Ensure that any sensitive data exchanges (sensitive, as defined in V. General Terms and Conditions, AA.) in support of the business solution remains secure. Exchanges of sensitive data shall be approved in writing by Upper Merion Township before any sensitive data is released to others by the contractor.
 - Ensure privacy of sensitive data associated with the business solution/system throughout the entire lifecycle of a data transaction, including, but not limited to, data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage, and data disposal.
 - Implement safeguards, such as encryption, against information leakage while data is stored or transmission. AES encryption with a minimum key size of 128 is minimally acceptable, but 256 is preferred.
 - Ensure security of data from remote access.
 - Implement control procedures for transport or mailing or sensitive media or sensitive printed output.
 - Control the storage, handling, and destruction of sensitive media and/or output identified for disposal.
- d. Business Continuity & Incident Management
- Ensure that the data processing facilities responsible or associated with operation of the business solution/system provide sufficient system protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
 - Maintain and test contingency plans.
 - Maintain information security incident response capability.
 - Maintain established procedures for responding to an incident.
 - Maintain an incident response notification policy for timely reporting and response to an incident.
- e. Quality Security Administration & Operations
- Ensure the use of highly qualified staff for information security management, operations and administration.
 - Provide adequate operations support, information security auditing and monitoring.
 - Conduct testing with test or fictitious data (i.e., not LIVE or REAL data).
 - Provide adequate change control processes.
 - Maintain a policy and procedure for emergency software fixes and patches.
 - Provide software escrow assurance.
 - Install and run software for continuous detection and elimination of viruses.

- Provide system reconciliation methods to ensure consistency and accuracy of data.
- Use performance monitoring tools to ensure business solution/system availability.
- Provide workforce information security awareness training.
- Utilize strong password management controls and authentication methods for access to the business solution/system.
- Provide adequate access control methods to restrict access based upon roles or groups.
- Limit security administrator and system administrator access only to those persons in those job functions.

U. Subscription Program

- When emergency ambulance transportation is required, the program is designed to help eliminate out-of-pocket patient expenses and health insurance co-payments. It also offers protection against rising health care costs. Subscribers will not be responsible for any additional balances or fees, except as required by law or regulation, after insurance claims are processed. The selected billing company will work with the Upper Merion Township leadership for the framework of the program. The billing company will be responsible for soliciting subscribers and manage the Upper Merion subscription program. The Township will provide a data base of actual and potential subscribers. The selected billing company will conduct the annual subscription mailing, collections and the overall administration of this important program.

V. Technical Security Requirements

1. Authentication

- The solution must require users to authenticate consistent with existing County security practices. Please describe authentication.
- The system should have the ability to interface with active directory.
- The solution requires unique authentication in order to access the system.
- Please describe any single sign on capabilities of the system.
- Please describe the ability to accommodate enhanced security requirements, such as dual authentication.

2. Role Based Access

- The system should have the ability to set access based on role within the system.
- The system should have the ability to set access based on department within the system.
- The system should have the ability to allow users to designate certain fields as confidential and restrict access to those fields.

- The solution allows for the designation of a system administrator separate from the security administrator or data users.
- The solution should have the ability to restrict by role or group.
- The solution should have the ability to restrict by user id.
- The solution should have the ability to restrict by database table.
- The solution should have the ability to restrict by transaction type.
- The solution should have the ability to restrict by screen or menu.
- The solution should have the ability to restrict by report.

3. General Security:

Sets security profile to define user authorized to:

- Log on
- Add data
- Delete data
- Change data
- View data
- Search data
- Approve

Allows user to view or obtain security reports showing:

- Authorized system use
- Unauthorized system use
- Security profiles by user (indicates multiple profiles)
- Effective dates to security changes

Provides the following password management functionality (by security administrator):

- Password length is a defined number of positions
- Password aging is a defined maximum number of days
- Password lock-out after defined number of failed attempts
- Notification when number of failed attempts is exceeded
- Passwords can be reset by specified levels of administrators
 - Passwords can be changed by users if access password is correct
 - Passwords must be case sensitive
 - Password must contain alphanumeric and special characters
 - Allow user password resets with authentication using challenge questions
 - Passwords should be randomly generated by the system and be sent in an encrypted e-mail to the user so the administrator resetting does not know password.
 - Secure password reset self-service should be allowed.
 - Passwords are stored and transmitted in an encrypted format – current industry standard minimum is equal to AES 256.
 - Password cannot be the same as the account name.
 - Allow user password resets with authentication using a minimum of 2 challenge questions

- Disconnects or logs out user session during designated periods of inactivity
- System warns user that they will be disconnected before automatically logging off user.
- Users are inactivated verses deleted when access is no longer needed.
- Enforces a limited number of consecutive invalid attempts by a user during an organization defined time period.
- Limit the number of concurrent sessions for each user to an organization defined number.
- Solution has industry standard protection against injection attacks – describe protection processes (SQL, OS, PHP, ASL, Shell, HTML/Script, etc.).
- Chesterfield County will be notified of all subcontractor access to data.
- Contractor practices separation of duties among staff performing key functions which if not separated may create security collusion or other social engineering risks.
- Ensure that the data processing facilities responsible or associated with operation of the business solution/system provide sufficient system protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
- Maintain and test contingency plans.
- Maintain information security incident response capability.
- Maintain established procedures for responding to an incident
- Chesterfield County would be notified within 24 hours of any confirmed data breach.
- Ensure the use of highly qualified staff for information security management, operations and administration.
- Provide adequate operations support, information security auditing and monitoring
- Provide adequate change control processes.
- Maintain a policy and procedure for emergency software fixes and patches
- Install and run software for continuous detection and elimination of viruses
- Use performance monitoring tools to ensure business solution/system availability.
- Provide workforce information security awareness training

Support the following best practice frameworks:

CMMI
 COSO/COBIT
 FISMA
 ISO 27001
 ITIL
 NIST 800-53

Encryption:

- Ability to set encryption of data at rest at a field level
- Solution requires the data in motion to be encrypted. Describe encryption level.

- Solution requires the data at rest to be encrypted. Describe encryption level.

Audit Trails

- Audit trails that provide a trace of user actions with automated tools to review audit trails
- Produces standard audit logs to feed security and system management systems.
- All transactions can be audited.
- All system administrator changes are tracked in audit trails.
- All security administrator changes are tracked in audit trails.
- Audit trails can be reported against.
- Configuration transactions are contained in the audit trails.
- All workflow transactions are contained in the audit trails.
- Audit trails contain the following and cannot be edited:
 - User ID
 - Name
 - IP Address
 - Date
 - Time
 - Transaction code
 - Data before changes
 - Data after changes
 - Transaction ID
 - Assigned approvals
- Audit Trails contain login attempts
- System maintains audit records for user defined time period
- Audit reports show the following about interfaces:
 - Documents
 - Type of transaction
 - Source of Transaction
 - Error reports
 - E-mail address if interface fails or is successful
 - Inactivation of users does not alter audit logs
 - Ability to track system generated documents that have been generated for an account/customer
 - Ability to capture the date and recipients information for files sent to external recipients
 - Ability to prevent alteration of audit information using any software utility.
 - Metadata, if it exists, is included in the audit trail.

III. PROPOSAL REQUIREMENTS

A. Submission and Receipt of Proposals

1. Submittals, will be received no later than 5:00 p.m., Local Time Prevailing, on November 15, 2018 at Upper Merion Township Finance Department, 175 Valley Forge Road, King of Prussia, Pennsylvania 19406-1802; ATTN: Finance Director Responses to be submitted as follows:

- a. One (1) original, Four (4) copies marked "Billing Services for the Upper Merion Township Fire and Emergency Medical Services Department"
- b. One (1) electronic copy clearly identified as "Original" emailed to: drubin@umtownship.org.
- c. One (1) electronic copy of original clearly identified as "Redacted Copy of Original" removing any proprietary data or material emailed to: drubin@umtownship.org.

Inquiries concerning the request for proposals and the subject of the request for proposals must be made at least seven (7) business days prior to the due date to:

Dennis L. Rubin, Chief of Fire & EMS Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

Phone (484) 636-3914
E-mail: drubin@umtownship.org

CONTACT WITH PERSONNEL OF UPPER MERION TOWNSHIP OTHER THAN CHIEF DENNIS RUBIN REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Mark the outside of the envelope with **RFP** and proposal subject, Billing and Collection Services for the Upper Merion Township Fire and Emergency Medical Services Department.
3. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Finance Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the Township from requesting additional information at any time during the procurement process.
4. In the event that Upper Merion Township government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation to enter our building, please notify the Chief Upper Merion Township Fire & EMS at (464) 636-3914.

6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.

9. Proposals shall not be accepted via fax or E-mail.

10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.UpperMerionTownship

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.

2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Upper Merion Township.

3. Upper Merion Township encourages proposals that provide innovative alternatives to addressing the Township's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

4. Detailed Submittal Format

a. Introduction letter, signed cover sheet, Attachment A.

b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.

c. Detailed description of the services to be provided which addresses each of the

topics listed in the Scope of Work/Specifications A.-X. Completely describe the billing system proposed and the approach/methodology in providing services including initial billing, customer relations, error and complaint resolution, personnel, technology, equipment, hours of service, methods of operation and quality processes to include Continuity of Operations Plan (COOP) or business equivalent model. Address General Security Requirements (W.) and Technical Security Requirements (X.) Detailed flow charts outlining all steps, milestones, approval points, meetings, etc. are preferable. Clearly state your ability to meet or exceed the requested services.

- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the Township's needs to include experience administering similar contracts for government entities. The response should address firm's legal business status (e.g., partnership, corporation, etc.), size, structure, number of years in business, other or prior business names and business partners in the last five (5) years, record of compliance with applicable state and federal regulations, staffing, equipment, and facilities. In addition, detail any logistical concerns that may restrict or delay implementation of the contract (e.g., licensure, legal recognition, facilities, etc.).
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the Township's contract, specify their role in administering the contract, professional qualifications, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of five references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. Include the contract duration, including dates and the services performed. The Township reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the Township.
- g. Cost of services as listed in the Pricing Schedule.

III. PROPOSAL REQUIREMENTS

A. Addenda

Any changes or supplemental instructions to this solicitation shall be in the form of written addenda.

B. Appropriation of Funds

The continuation of the terms, conditions, and provisions of a resulting contract beyond January 1 of any year, the end of the Township's fiscal year, are subject to approval and ratification by the Township Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the contractor.

C. Assignment of Contract

The Township and contractor bind themselves and any successors and assigns to the contract. The employees of the contractor will perform the work necessary to fulfill the contract. The contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the Township. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Township, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Township and contractor.

D. Audit of Vendor Records

Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the Township and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The Township shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the Township to the contractor pursuant to this contract. The Township employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

E. Change Orders

Change orders must be approved by the Township prior to work being performed.

F. Commitment to Diversity

Upper Merion Township is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Upper Merion Township believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The Township is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses. Upon award/completion of work, the Township will require the

contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses and women-owned businesses. Definitions:

1. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority.

2. Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

G. Contractor Background Checks

In order to preserve the integrity and security of Township government operations, contract workers may be required to undergo a criminal background check conducted by the Upper Merion Township Police Department. The Township will conduct these checks for any worker it believes will have unsupervised access to Upper Merion Township designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Upper Merion Township.

H. Drug Free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I. Employment Discrimination

1. During the performance of the contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Environmental Management Procedures

The contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation.

K. Payables

Upper Merion Township recognizes the importance of timely payments to our vendors.

L. Faith-Based Organizations

Upper Merion Township does not discriminate against faith-based organizations.

M. Finance/Interest Charges

Finance and/or interest charges imposed by the contractor on any invoice shall not be paid by the Township.

N. Governing Law

Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Pennsylvania. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Pennsylvania, in and for Montgomery County.

O. Illegal Aliens

The contractor agrees that they do not, and shall not during the performance of the contract; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. Indemnification

The contractor shall hold harmless and indemnify the Township and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the contractor's negligent or intentionally wrongful acts or omissions.

Q. Modification of the Contract

The contract shall not be amended, modified, or otherwise changed except by the written consent of the contractor and the Township given in the same manner and form as the original signing of the contract.

R. Payment

If the contractor performs all of the obligations of the contract to the satisfaction of the Township, the Township shall pay the contractor for the performance of the work in the manner and within the time specified in the contract documents. Virginia.

Furthermore, the contractor shall, within seven days after receipt of payment by the Township, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the Township attributable to the work performed by the subcontractor under that contract; or
2. Notify the Township and subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

S. Precedence of Terms

All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

T. References

If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The Township may contact all

references furnished by offerors. The right is further reserved by the Township to contact references other than, and/or in addition to, those furnished by the offeror.

U. Termination

It shall be the sole right of Upper Merion Township to terminate the contract upon written notification to the contractor.

V. Termination for Breach or Non-Performance

If the contractor fails to perform the work promptly and diligently, or if the contractor breaches the contract in any other way, Upper Merion Township may:

1. After providing the contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The Township may deduct the cost of supplying additional workmen, equipment or materials from payments due to the contractor;
2. Terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the Township, the contractor shall not be entitled to receive any further payment from the Township until completion of the work has occurred. After completion of the work, the Township shall pay to the contractor the amount of the unpaid balance due to the contractor at the time the contract was terminated minus the cost incurred by the Township to complete the work. If the cost incurred by the Township to complete the work exceeds the unpaid balance due to the contractor, the contractor shall be due no money from the Township and, instead, the contractor shall pay to the Township the difference between the unpaid balance due and the Township's cost to complete the work.

W. Vendor Rewards/Gift Programs

It is the policy of the Township not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the Township. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the Township.

X. Waiver of One Breach Not Waiver of Others

No waiver by the Township or its agents or employees of any breach of this contract by the contractor shall be construed as a waiver of any other or subsequent breach of the contract by the contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

IV. SPECIAL TERMS AND CONDITIONS

A. Contract Term/Contract Renewal/Contract Extension

1. Contract Term: The initial term of this contract shall be effective from January 1, 2019 through December 31, 2019.
2. Contract Renewal: This contract may be renewed by the Township for five (5) successive one year periods under the terms and conditions of the original contract. The percentage fee will remain the same for each renewal period. Upon a determination by the Township to renew this contract for an additional term, written notification will be given to the contractor.
3. Contract Extension: The Township has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract

B. Insurance Requirements

The contractor and insurance company should carefully review the insurance requirements set forth below. The contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the Township will execute a contract. The contractor shall be responsible for maintaining current certificates of insurance on file with the Township. The certificate of insurance does not need to accompany the proposal.

The contractor shall purchase and maintain in force, at their own expense, such insurance as will protect him and the Township from claims which may arise out of or result from the contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect Upper Merion Township and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or their forces as enumerated above.

The contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to Upper Merion Township's Solicitor and Finance Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability 1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence.
3. Workers' Compensation Statutory limits.
4. Employers' Liability \$100,000 each accident.

5. Professional Liability \$1,000,000 per occurrence.

C. Negotiating Contract Reductions

The Township reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the Township at the time of contract execution/issuance of the purchase order. The Township may initiate such negotiations whenever the Township determines that it is the Township's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the Township may terminate the contract/purchase order immediately and without penalty if the Township is unable to renegotiate the compensation with the contractor to an amount which the Township determines to be appropriate.

D. Computer Hardware Provided by the successful Vendor

The successful bidder will provide two ruggedized military specification lap top computers for use by attending ambulance crews. These devices will be replaced every three years that the contact is in place. The used machines will be returned to the successful bidder upon receipt of the replacement devices.

V. **PRICING SCHEDULE**

For the purpose of determining the contractor's fees, each offeror must provide a single fixed percentage rate of net revenues received by the Township as a direct result of the contractor's services. The fee will be paid on a monthly basis and will be based on the net sums received from all responsible parties and insurance providers that are forwarded to the Township for deposit (gross receipts less refunds). Accounts turned over to the Township for additional collection efforts as deemed appropriate will not be included in determining the contractor's fee. The same fees will remain in place for each contract year, which is the initial twelve (12) month contract period and each of the five (5) one year renewal periods.

Fixed Percentage fee to provide all services listed herein: _____%

All fees, if any, which the offeror proposes to charge that are above and in addition to the fixed percentage fee shown above must be itemized and thoroughly explained in an attachment to the proposal.

VI. **EVALUATION CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the Township's discretion to reflect relative importance.

A. Demonstrated ability to comprehensively perform all services detailed in the RFP.

B. Billing system proposed and the methodology and approach employed in providing the services.

C. Overall qualifications and capacity of the firm to perform the services required.

D. Quality controls in place to ensure continuity of operations are ensured and high-quality service.

E. Fees.

VII. AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Township shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror.

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause F of the General Terms and Conditions:

Minority-Owned Business: Yes No **Chesterfield Business:** Yes No

Women-Owned Business: Yes No

