

# REQUEST FOR PROPOSALS

Item Description: Emergency medical billing services – five year contract with five one year options to renew

Procurement/MinuteTraq #: 44213

**Date to be opened:** 3/25/2024

**Issuing Department**: Fire Department

## **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - o Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - o Email: gdiaz@providenceri.gov
    - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - o Name: Chief Zachariah Kenyon
  - o Title: Director of EMS Services
  - o Email Address: zkenyon@providenceri.gov

#### **Pre-bid Conference**

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions: March 15, 2024, by 2:00 PM (EST)



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### INSTRUCTIONS FOR SUBMISSION

## **Meeting Date: 3/25/2024**.

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

\*\*PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



## BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

## **BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <a href="http://www.providenceri.gov/purchasing/how-to-submit-a-bid/">http://www.providenceri.gov/purchasing/how-to-submit-a-bid/</a>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See
  forms and instructions enclosed (pages 11-112) or on:
  <a href="https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>

\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, <u>if requested</u> (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

## **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



# **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

### **BID TERMS**

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany</u> a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.					
	a)	A certified check for \$ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.				
	b)	A bid bond in the amount of per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.				
	c)	A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.				
	d)	No financial assurance is necessary for this item.				
<ol> <li>3.</li> </ol>	<ul> <li>Awards will be made within nighty (90) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.</li> <li>Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to</li> </ul>					

# strikes, lockouts, accidents, and Acts of God. The following entry applies only for COMMODITY BID TERMS:

- 4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:
  - 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
  - 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
  - 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



# **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

## **BID FORM 1: Bidders Blank**

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):
Contact Name:
Business Address:
Business Phone #:
Contact Email Address:
Agrees to bid on (Write the "Item Description" here):
If the bidder's company is based in a state other than Rhode  Island, list name and contact information for a local agent  for service of process that is located within Rhode Island
Delivery Date (if applicable):
Name of Surety Company (if applicable):
Total Amount in Writing*:
Total Amount in Figures*:
If you are submitting a unit price bid, please insert "Unit Price Bid"
se additional pages if necessary for additional bidding details.
Signature of Representation
Title



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

## **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),			
Ι,		(Name of Person Making Certification),			
bei	ng its	(Title or "Self"), hereby certify that:			
1.	Bidder does not unlawfully discrimination and/or religion in its busine	te on the basis of race, color, national origin, gender, sexual ess and hiring practices.			
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.					
I af	firm by signing below that I am duly au	thorized on behalf of Bidder, on			
this	day of	20			
		Signature of Representation			
		Printed Name			

Printed Name



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

## **BID FORM 3: Certificate Regarding Public Records**

Upon '	behalf of	(Firm or Individual Bidding),
[,		(Name of Person Making Certification),
being	its	(Title or "Self"), hereby certify an
unders	standing that:	
<ol> <li>2.</li> <li>3.</li> <li>4.</li> </ol>	(RFQ's), documents contained within, as record upon receipt by the City Clerk's of and Supply (BOCS) meeting.  The Purchasing Department and the issue effort to request that sensitive/personal is department and only at request if verificationary bid.  The requested supplemental information such details may result in disqualification of the sensitive information that has not been defined supplemental information prior to the supplemental informati	ts for Proposals (RFP's) and Requests for Qualification and the details outlined on those documents become public and opening at the corresponding Board of Contract and department for this RFP/RFQ have made a conscious afformation be submitted directly to the issuing attion of specific details is critical the evaluation of a may be crucial to evaluating bids. Failure to provide an or an inability to appropriately evaluate bids. The requested is enclosed or if a bidder opts to enclose the or the issuing department's request in the bidding packet.
5.	bears no liability associated with the info The City of Providence observes a publi the bidding packet may not be submitted	and transparent bidding process. Information required in directly to the issuing department at the discretion of the on, such as pricing terms, from becoming public. Bidders
I affirı	m by signing below that I am duly authori	zed on behalf of Bidder, on
this	day of	
		Signature of Representation



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

## **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L.</u> § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name o	f the person making this affidavit:		
Position	in the "Business"		
Name o	f Entity		
Address	S		_
Phone r	number:		
The nui	nber of persons or entities in your entity that are r	required to report under Sec. 2128.1 (e):	
Read tl	ne following paragraph and answer one of the o	options:	
are not	the 12 month period preceding the date of this bid in writing within the 12 month period preceding the u made campaign contributions within a calendar	he date of notification that the contract ha	as reached the \$100,000 threshold,
a. Me	mbers of the Providence City Council? ☐ Yes If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	□ No  Contribution Amount(s):	
b. Ca	Indidates for election or reelection to the Providence If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	ce City Council?   Yes   No  Contribution Amount(s):	



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

	The Mayor of Providence? ☐ Yes ☐ No  If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):	
l.	Candidates for election or reelection to the office of  If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	`Mayor of Providence? ☐ Yes  Contribution Amount(s):	□ No
	Signed under the pains and penalties of perjury		



# **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

## MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:								
Bidder's Address:								
Point of Contact:								
Telephone:								
Email:								
Procurement #:								
Project Name:								
Which one of the follo business' status in tern Owned Business Enter State of Rhode Island?	ns of Minority and/or prise certification w (Check all that appl	r Woman ith the ly).	□мв		□WBE		Neither MBE nor WI	
including a description Please note that all ME time of bid. The MBE/ instructions and require  Nonprofit or Construction provide upda	This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="here">here</a> . Please visit, the <a href="here">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).  • Nonprofit organizations are not required to complete the rest of this form.							
Name of Subcontracto	* *							
Type of RI Certification	on:	□MBE		□WBE		□N€	either	
Address:								
Point of Contact:								
Telephone:								
Email:								
Detailed Description of Performed by Subcont to be Supplied by Supplied by Supplied Work provided in the Total Contract Value (	ractor or Materials plier Per the Scope ne RFP			Subcontract			Participation	
A - 4' - 1 - 4 - 1 D - 4 6 D -				Value (\$):			Rate (%):	
Anticipated Date of Pe		ougoir = st-t	om cat	ano tras ass	1 0000054			
I certify under penalty of perjury that the forgoing statements are true and correct.								
Prime Contractor/Vendor Signature					Tit	ie		Date
Subcontractor/Suppl	ier Signature				Tit	tle		Date

<sup>\*</sup>If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



# **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

### MBE/WBE Waiver Request Form

or Duly Authorized Representative

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>, for review <a href="mailto:priorito:pri

recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.						
Prime Bidder:		Contact Email and Phone				
Company Name, Address:		Trade				
Project /Item Description (as seen	on RFP):					
To receive a waiver, you must list	t the certified MBE and/or V	WBE companies you contacted, th	e name of the primary individual with			
		y could not participate on this pro				
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?			
waiver of % MBE/WBE	(20% minus the value of B	Sox F on the Subcontractor Disclos	The total bid value. I am requesting a sure Form). If an opportunity is ffort will be made to select MBE/WBE			
Signature of Prime Contractor / or Duly Authorized Representativ	Printed	Name	Date Signed			
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence	Date Signed			

### PROVIDENCE FIRE DEPARTMENT

## **Request for Proposals**

## **Emergency Medical Services Billing Vendor**

## **Introduction**

The City of Providence is the capital of Rhode Island and the second largest city in New England. The Providence Fire Department, established in 1854, is the second oldest continuously operating professional fire department in the country. The Department is a full-service fire and emergency medical service agency that provides basic and advanced life support, fire prevention, fire suppression, technical rescue, and hazardous material response. In addition, the Department conducts arson investigations and building plan reviews, enforces state and local fire and life safety codes, and administers public fire education programs.

The Department's Emergency Medical Services (EMS) Division responds to over 38,000 calls per year and utilizes an electronic patient care reporting system provided by Image Trend to complete and file its Patient Care Reports.

The Providence Fire EMS Division seeks proposals from qualified vendors to perform emergency medical billing services. Qualified vendors are encouraged to submit a proposal in accordance to the following requirements.

## **Scope of Project**

The City of Providence (herein after, the "City") is soliciting the services of a management agency (herein after, the "Vendor") to seek reimbursement for the City's Emergency Medical Services for five years, with five optional, twelve (12) month extensions.

The vendor must possess a minimum of three years experience with EMS billing or the management of such. Relevant experience will be weighed heavily in determining the responsive bidder.

Vendors will be responsible for and must include all of the items listed below in their pricing. In addition, vendors must submit each of the items (#15 thru #22) in their proposal.

1. Monthly reporting to the City that details the activity for the month as well as the type of services provided. In addition the vendor must provide reports on an "as needed basis" as determined solely by the City at no additional charge.

- 2. Provide monthly statistical reports to allow the City to accurately track and manage its EMS activity.
- 3. A system of receiving reports from the City on a daily basis and rapid verification of information on the reports to insure billing can be quickly and efficiently accomplished.
- 4. Vendor must have access to a data-base which includes all diagnostic codes and procedure codes including newly established codes and fee schedules created under the Affordable Health Care Act in order to sequence each rescue run properly and receive the maximum payment.
- 5. Vendor shall obtain the information necessary for billing purposes from the electronic patient care reporting system. This information shall include, but be limited to, electronic hospital reports, fire rescue incident reports, and automobile accidents.
- 6. Vendor must establish a process by which all rejected claims for payment are quickly reviewed, corrected and resubmitted.
- 7. The City will retain complete discretion of all administrative decisions regarding the management and billing of and/or receiving of payments for emergency medical services.
- 8. Vendor must provide training to all City personnel necessary to implement this billing process (i.e. rescue personnel, other fire department personnel, finance personnel, etc.)
- 9. Vendor will deposit all payments directly into a special account set up by the City.
- 10. Vendor must insure that an Electronic Claims Interface with Rhode Island Medicare, Blue Cross Blue Shield of Rhode Island, United Healthcare, and Rhode Island Medicaid is operational and functional.
- 11. Vendor must possess an ICD.10 diagnosis code database that includes the entire volume of available diagnosis codes (55,000 codes). The vendor must also posses the ability to sequence these codes based upon their relative value to insure maximum reimbursement and minimize exposure to an insurance audit.
- 12. Vendor will be required to provide proof of "Errors and Omissions" insurance coverage in the aggregate amount of one million dollars (\$1,000,000) and a Certificate of Insurance indicating the City of Providence as additional insured and as an insurance certificate holder.

- 13. Vendor must have the ability to retrieve patient demographic and insurance electronically from the local hospitals affiliated with our service delivery. The City and its personnel will not be responsible for the capture of patient demographic and insurance information for the services it performs.
- 14. Vendor must make quarterly recommendations to increase the City's EMS revenue generating capability.
- 15. Vendor must submit a complete listing and description of the information each EMT must record on a billing incident report following a rescue run in order to fulfill the vendor's billing requirements.
- 16. Vendor must submit a listing of all current EMS departments, with attached phone numbers and contacts, for whom the vendor is currently performing these services within the State of Rhode Island.
- 17. Vendor must submit a complete explanation of how the complete billing incident report reaches the office.
- 18. Vendor must submit a detailed plan of how the billing process will work. This aspect is extremely important in that this system must be completely operational upon the execution of a contract.
- 19. Vendor must submit a complete explanation of their fee structure.
- 20. Vendor must submit documentation that its system can accept NEMSIS NISE XML billing data files.
- 21. Vendor must submit a complete set of forms (including, but not limited to, reporting forms for rescues, letters to individuals and insurance carriers, etc.). The vendor must demonstrate a complete familiarity with Rhode Island Medicare/ Medicaid forms.
- 22. Vendor must submit a sample patient statement (bill) generated for a rescue run.

In addition to the management and collection of the emergency medical services billing responsibilities described above, the vendor will be responsible for the services described in item # 23 through #31.

23. Providence False Alarm Invoicing Protocol.

Alarm activity from the City of Providence Communications office, including all necessary contact information, will be provided to vendor in a hard copy format. The Vendor will be responsible for the creation of the account in their appropriate electronic management information system. The fee structure for these infractions is based upon a sliding scale articulated in an ordinance available at the City Clerk's office. The vendor will be responsible for creating each false fire alarm transaction and then managing the volume within each account to determine the appropriate fee for this violation.

In addition, all False Fire Alarm violations will be accompanied by a letter sent to the violator indicating the date/time/location of the infraction. Once the violator accumulates the required number of false fire alarms, then a statement highlighting the overdue balance will be produced. The statement cycle associated with the management of these overdue balances is approximately every thirty days. Any questions relating to the management of these transactions would be the responsibility of the vendor.

## 24. Providence Master Box Invoicing Protocol.

Master Box contact information and addresses as determined by the Providence Department and the City of Communications Office will be provided to the Vendor in a hard copy or electronic format. The Vendor will be responsible for the creation of the account in their appropriate electronic management information billing system. The annual fee for each Master Box is \$500 and is articulated in an ordinance available at the Providence City Clerk's Office. On October 1<sup>st</sup>, the vendor will be responsible for sending an invoice and letter to each Master Box contact to collect the annual fee. In the event the fee is not received, a follow-up invoice and letter should be sent on November 15th. If necessary, a final invoice and letter should be sent on January 31st. If the fee is still outstanding, the goes into collection status. Any questions relating to the management of these transactions would be the responsibility of the vendor.

- 25. Provide statistical reports to the City that details the account activity for the month. In addition, the Vendor must provide reports on an "as needed basis" as determined solely by the City at no additional charge.
- 26. Vendor must submit a sample invoice (bill) and letter(s) generated for invoice recipients.
- 27. Vendor must establish a process by which all returned items (mail) are quickly reviewed, corrected, and re-issued.

- 28. Forward any items (bad address or addressee states they no longer own property...) to the Providence Fire Department for further research. Providence Fire Department will provide an updated address so a revised invoice can be issued.
- 29. All invoices prepared by the Vendor shall indicate that the payment is to be made payable to the City of Providence.
- 30. Payments will be sent directly to a lock box from a bank designated by the City.
- 31. Payments will be posted to the open receivables as payment advices are forwarded to (vendor) from bank's lock box.

## Qualifications, References and Evaluation Criteria

Listed below are the minimum vendor qualifications that are required for consideration. The vendors meeting the minimum qualifications will be subject to the evaluation procedure described herein.

### **Minimum Vendor Qualifications**

Prospective vendors should list, at a minimum, the following information in response to the RFP:

- History of company and list of principals and key personnel.
- History of the service, its customer satisfaction rates, and its collection success rates.
- List of all current or expected customers along with detailed information about each customer, such as population served, number of incidents, number of transports, and contact information.
- A detailed description of the software and hardware that is currently in use in an emergency medical setting, and a description of the experience with both the software and hardware in such actual use.
- Vendor's proven ability to interface successfully with an electronic patient care reporting system.
- For hosted or cloud-based solutions, a service level agreement and schedule of system maintenance.
- For hosted or cloud-based solutions, history of service level agreements and achievements, and service history for the past three years (including scheduled and non-scheduled system maintenance, hardware, software, or Internet Host Provider issues).
- Schedule of fees.

Prospective vendor must have actual experience with other EMS agencies that are comparable in calls for service as to the Providence Fire EMS Division. Prospective vendor will supply project and agency contact information for the sites that meet the above listed criteria.

#### References

Please provide at least three (3) customer references from fire departments where you have completed and/or are scheduled to deploy a system similar to what is specified herein.

## **Evaluation Criteria**

The proposal shall include a narrative describing the proposed services. The narrative should answer all questions posed in the RFP and demonstrate the vendor's overall competence and ability to deliver the required products and services. The narrative shall not exceed twelve (12) double spaced pages.

Any marketing materials including brochures, pamphlets, and other documents are not to be part of this narrative, and if included should be separate.

Vendor shall also list its experience in terms of the delivery of the services specified. The list should include at a minimum the following information; years involved in the industry, key customers and the type of services delivered within the past five years, and performance criteria for those services.

Vendor shall also include customer references, as noted under References above.

The major criteria, which will be used in evaluating each proposal, are presented below:

- Vendor reputation from reference accounts or installations similar in scope and nature to the needs of the Providence Fire Department, (references which can be contacted and/or visited), and from all written responses to the RFP.
- Ability and reliability of the vendor to meet the functional requirements defined in this RFP.
- Quality of the vendor's staff to provide the proposed services.
- Vendor's established reputation for providing professional service and the history of their collection rates.

#### **Points of Contact:**

For system related questions concerning this request for proposal, please contact Providence Public Safety IT Director Greg Haroian at (401) 243-6238 or via e-mail at gharoian@providenceri.gov

For EMS related questions, concerning this request for proposal, please contact Director of EMS Chief Zachariah Kenyon at (401) 243-6491 or via e-mail at zkenyon@providenceri.gov

For business related questions, concerning this request for proposal, please contact Deputy Commissioner Elaine Richards at (401) 243-6222 or via e-mail at erichards@providenceri.gov



# **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

## SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

## You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.