



**CITY OF RACINE  
REQUEST FOR PROPOSALS (RFP)  
OFFICIAL NOTICE #20-2016  
BILLING FOR EMERGENCY MEDICAL SERVICES**

**Direct all replies to:**

**Kathryn Kasper, Purchasing Agent  
City of Racine Purchasing Department  
730 Washington Ave., Room 105  
Racine, Wisconsin 53403  
Telephone: 262-636-9143  
Fax: 262-636-9100**

**Purchasing Web Site:** <http://www.cityofracine.org/purchasing>

Complete Proposal packages may be downloaded at the above website. Vendors are responsible for checking this website for addenda prior to submitting. The City of Racine is not responsible for the content of any bid package received through any 3<sup>rd</sup> party service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party.

**SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN:  
November 29, 2016 by 10:00 AM, CDT**

**PROPOSALS RECEIVED LATE WILL NOT BE CONSIDERED.**

**REQUEST FOR PROPOSALS (RFP)**  
**OFFICIAL NOTICE #20-2016**  
**BILLING FOR EMERGENCY MEDICAL SERVICES**

**PURPOSE**

The City of Racine invites the submission of proposals from specialized firms to Provide EMS/Fire experienced professionals to perform billing, live customer and patient support, in house collections and related services for all charges imposed by the City of Racine for Emergency Medical Services (EMS) responses, PI Accident and False Fire Alarm Billings.

**BACKGROUND**

This section is intended to illustrate the current structure utilized by the City of Racine, provide some historic revenues numbers and provide information to assist in illustrating the scope of this RFP.

The Current EMS rates are as outlined as below:

The following rate structure will be utilized when billing for Emergency and Non-Emergency responses to medically related calls for assistance received through the 911 Joint Dispatch Center.

- a. Basic Life Support On Scene Care or Invalid Assistance for non-emergency assistance where no transport or medical assistance is needed.
  - \$200.00 for City of Racine or Contracted Area of Service Resident
  - \$225.00 for Non-resident living outside the City of Racine or Contracted Area of Service
- b. Basic Life Support response and transport to a medical facility.
  - \$550.00 for City of Racine or Contracted Area of Service Resident
  - \$675.00 for Non-resident living outside the City of Racine or Contracted Area of Service
- c. Advance Life Support response and transport to a medical facility.
  - \$675.00 for City of Racine or Contracted Area of Service Resident
  - \$800.00 for Non-Resident living outside the City of Racine or Contracted Area of Service
- c1. Advance Life Support response and NO Transport – ON SCENE care only
  - \$450.00 for City of Racine or Contracted Area of Service Resident
  - \$600.00 for Non-Resident living outside the City of Racine or Contracted Area of Service.
- d. Advance Life Support Tier 2 response and transport to a medical facility.
  - \$775.00 for City of Racine or Contracted Area of Service
  - \$900.00 for Non-Resident living outside the City of Racine or Contract Area of Service
- e. Loaded mileage rate from the emergency scene or incident to the hospital.
  - \$13.75/mile for City of Racine or Contracted Area of Service
  - \$14.75/mile for Non-Resident living outside the City of Racine or Contracted Area of Service.
- f. Billable supplies including but not limited to the following:
  - \$65.00 Oxygen
  - \$90.00 Combi-tube intubation
  - 100.00 Defibrillation
  - 60.00 IV Therapy
  - 90.00 ET Intubation
  - 40.00 Routine disposables
  - 10.00 Oxygen Cannula (0-4 liters)

15.00 Oxygen Mask (5+ liters)  
100.00 Excessive weight patient over 400 pounds  
50.00 Blue code drug resuscitation  
100.00 Blue code Lucas Device

The City currently uses Lifequest for their third party EMS Billing service. The contract with Lifequest has been in place since March 1, 2012 and is reaching expiration on March 1, 2017. The current fee for service percentage is 5.39%

Gross revenues for 2015: 2015 Gross Revenues: EMS \$4,775,135.50 PI \$22,062, False Alarm \$100; 2015 Cash Collections: EMS \$2,013,709.97 PI \$22,062, False Alarm \$100. Payer mix was approximately 36.01% are Medicare 35.22% are Medicaid, 16.72% are private insurance, 12.04% are commercial Insurance.

The City uses ImageTrend FieldBridge as our ePCR. By Wisconsin State law all EMS information is submitted to the State through the ImageTrend program WARDS. Patient care reports are directly uploaded from the ImageTrend software to the billing agency, through a "posting site". Our EMS crews collect all signatures necessary at the time of service, to the best of their ability. The City uses Pro-Phoenix RMS/CAD for its fire record management system.

The City has three call levels: BLS, ALS, and ALS2 all with different rates. In each of the three categories; BLS, ALS, and ALS2 a different range of equipment, skills, and drugs are utilized. For example the ALS2 billing level would typically apply to patient transports that involve extremely life threatening or potentially life-ending emergencies such as heart attacks, stroke, and traumatic body injuries. ALS level of service may involve diabetic strokes, diabetic comas, allergenic reactions, or other mid-level life threatening emergencies. BLS would be of a lesser emergent nature.

The City bills for no-transport service in the following cases: invalid assists, where EMS is called to specifically help someone in the home setting who are not in need of medical attention and for cases where care is provided at the scene and a patient refuses transport to the hospital.

## **SCOPE OF SERVICES**

Firm shall provide medical billing, collection, and ancillary services meeting the criteria, conditions, and instructions of this RFP and the Scope of Services outlined herein. All Services offered/provided must be clearly identified and explained by Firm as part of its bid proposal. Firm may offer additional services beyond the scope of those solicited by this RFP, but not in lieu of meeting the required Services.

- a) Provide City with complete and comprehensive medical billing, in house collections and ancillary services provided by EMS/Fire experienced professionals in a live customer and patient support environment for all charges imposed by the City of Racine for Emergency Medical Services (EMS) responses, PI Accident and False Fire Alarm Billings within 10 days after receipt. Services include, but are not limited to, training in the proper preparation and documentation for all run sheets and reports, performing all diagnosis and procedure coding as required for medical claims, filing all claims, providing toll free phone numbers for inquiries by patients and insurance carriers, provide bi-lingual support for customer inquiries, preparing and sending statements for amounts due to the County, preparing accounts receivable reports, and working with attorneys and workers' compensation cases to pursue payments.
- b) Send out in a timely manner EMS billings as City's exclusive agent for all such billing services and provide City with monthly and year to date reports, records of payments received and, upon request of City, insurance claim submittals and patient statements.
- c) Answer in a timely manner all billing questions and inquiries on behalf of City. Provide City with a complete listing of accounts on a monthly basis, including the age of each billing and the history thereof, a

copy of the daily manual payment log, a Charge Report Summary, a Receipts/Credit Report Summary, an Adjustment Report Summary, a Billing Summary and a Running Monthly Comparative Total Summary of Charges, Payments and Adjustments. In addition, a calculation shall be included of the past month's A/R total plus the current month's charges. If the current month's payments and adjustments do not equal the current month's A/R total, PROVIDER shall audit and show evidence of any discrepancy due to reversals. Special reports to be provided as requested by City. Example of such reports would be individual frequency of usage, customized annual reports, enhanced annual rate reviews, customized feedback regarding complaints/compliments.

- d) Record accounts and deposit receipts weekly in a bank account (currently with JPMorgan Chase Bank) as authorized by the City Finance Director
- e) The fee for the services shall include all costs associated with providing said services including, but not limited to the following: personnel, hardware, software, training, statements, envelopes and return mail envelopes, claim forms, long distance calls, and postage. City anticipates firms to propose a fee quoted as a set percentage of actually collected revenues, but will entertain alternative fee structures. Credit card processing must be available and fully detailed as to how costs are allocated or passed on to the City.
- f) Provide access to documents, records and Provider's procedures for review by City's representatives at any reasonable time, and maintain records for a period of seven years.
- g) Keep the information received from City for the purposes of this agreement confidential to the extent permitted by law and use such information for billing purposes only.
- h) Within 120 days after expiration or termination of this agreement, return to City the information obtained from City.
- i) The collection agency referenced above will be responsible for submitting uncollected billings to the State Tax Refund Interception Program.
- j) The Billing Agency shall make recommendations to the Fire Department by August 1<sup>st</sup> of each year on possible changes in the billing fees and supplemental billable costs for EMS services.
- k) Complaint Resolution. The billing agency shall resolve any complaints involving patient billing and attorney requests for information within 30 days of receiving such complaint or attorney request for information.
- l) Software and tablet maintenance and upgrade costs to be detailed in the proposal and how those costs are covered.
- m) Provide services to keep city compliant with federal and state requirements.
- n) Provide extensive on-site training and webinar training for EMS staff to include, but not limited to, training on software, tablet usage and medical necessity.
- o) Strategic advice and direction on current structure and expected future trends.

2) City agrees to:

- a) Provide PROVIDER on a timely basis with a copy of all information reasonably necessary to enable PROVIDER to bill for and collect for emergency medical services provided by City.
- b) Grant permission to PROVIDER to negotiate payment arrangements with patients.
- c) Pay PROVIDER for its services rendered hereunder the amount of \_\_\_\_% of total payments received monthly by PROVIDER under this agreement, with such payment to be made within 30 days following receipt of invoice.
- d) Grant PROVIDER the exclusive right of billing for all services covered by this agreement.
- e) Pay PROVIDER the fee provided for herein for all billings made that result in collection.

3) The parties agree:

- a) That the term of this agreement is three years, commencing March 1, 2017 with the option to extend for one two year term.
- b) In the event of default by either party of any material provision of the agreement, notice to cure such default within a 10-day period shall be provided in writing to the other party and, in the event such default

is not cured within 10 days, the agreement may be terminated by providing notice of termination in writing by the non-defaulting party. Waiver of a default under this agreement shall not constitute waiver of a party's right to terminate the agreement on the basis of subsequent defaults or pre-existing defaults of a material provision hereunder.

- c) That no interest in the contract shall be assigned or transferred by a party to the contract without the prior written approval of the other party to the contract hereunder.
- d) That at City's sole option, specific invoices may be compromised or written off by the City on a showing of extraordinary circumstances.

## **STATEMENT OF CONTENTS – PROPOSAL**

Please provide the following relevant information in the order listed below for ease of evaluation:

1. Firm Overview to include the following:
  - a. Firm name and address including
  - b. Primary contact person, title, contact information
  - c. Telephone No. (Including 1-800 number)
  - d. E-mail address/facsimile number
  - e. Local office address, if applicable
  - f. Name and title of individual legally authorized to enter into Service Contract on Firm's behalf
  - g. Number of relevant years of experience Firm has within medical billing industry
  - h. Number of relevant years of business in WI as an EMS ambulance medical billing agency
  - i. Largest and smallest contracts currently in effect
2. Firm Experience to include the following:
  - a. Provide evidence showing proven experience in EMS ambulance medical billing.
  - b. Describe any unique characteristics or capabilities making your Firm especially qualified to provide the services solicited by this RFP.
  - c. List government agencies currently receiving your Services of comparable scope and size to City of Racine (preferably in Wisconsin), including agency name(s), contact person(s), address (es), and phone number(s).
  - d. Indicate the number of full time Firm employees dedicated to ambulance medical billing Services.
  - e. List the names of full time Firm employees that are certified coders with ICD-9 and/or ICD-10 certifications.
3. Primary Representative to include the following:
  - a. List the name and title of the primary customer service representative that would be assigned to the City for ambulance medical billing services and accounts receivable activities.
  - b. List and provide copies of the applicable certifications/licenses/credentials of the person designated above, and describe their experience relating to ambulance medical billing services.
4. Provide the collection percentage, of five (5) different government accounts, based on the amount billed for each category of charges, i.e., Medicare, Medicaid, insurance and self-pay. Include the collection percentage based on the amount allowable for each category. Include the total number of claims, the total receivables billed and collected for each category. Be prepared to show how and what items are used in such calculation.
5. Describe your billing/claim follow-up methodology and process.

6. Describe in detail the hardware and/or software to be used including versions and vendor sources thereof, the confidentiality safeguards and HIPPA protections, and the backup processes used to restore lost or stolen data.
7. Describe in detail how the City would recover from a default by your Firm during the contractual period using the medical accounts receivable software. Explain how we would recover if you and/or your software vendor should stop doing business for any reason.
8. Provide information on training services. Initial and ongoing on-site training will need to be provided to the City's EMS staff. If there is an additional cost for the initial on-site training, please specify and list training fees separately. This is the only cost that may be listed separately. All other costs shall be included in the fixed cost/percentage to provide Services.
9. Discuss the audit system to be designed for the City and how it will be made available to monitor billing activities and accounts receivable at the discretion of the Finance Department and the EMS Division.
10. List the capabilities of your Firm to receive data (demographics, charges, and medical necessity information) from the City electronically.
11. List the capabilities of your Firm to send data (demographics, charges, and medical necessity information) to insurance companies for payment electronically.
12. Describe what payment options are available to customers (credit cards, personal check, online payments, over the phone payments, etc.). State whether any "convenience" fees are charged for any one or more such services and list the amount of all such fees.
13. Describe your Firm's quality assurance process, and your Firm's performance with the following benchmarks: collection percentages for Medicare EMS at 70%, Medicaid EMS at 90- 100%, Private Insurance EMS at 60 %, Self-pay EMS at 10%, Medicare Non-Emergent at 75-85%, Medicaid Non-Emergent at 90 – 100% Self-Pay Non-Emergent at 60 – 80%. Describe how your Firm would address performing below these benchmarks.
14. Submit samples of your reports, including patient data reports or screen prints. Include any reports which show the effectiveness of your Firm.
15. Provide a complete time line detailing the implementation of Services to ensure a startup date of March 1, 2017, and include a detailed list of what will be required from the City by specific dates.
16. Identify and describe in detail the nature and status of any local, state, or federal regulatory violations, investigations, or litigation occurring during the last three (3) years.
17. Provide any additional information that may assist the City in evaluating your bid proposal.
18. Completed cost proposal as included in RFP.

## **SUBMISSION REQUIREMENTS**

Sealed submittals are required. Only proposer's names will be read at opening.

Proposers must submit six (6) bound copies of the proposals and one electronic copy in PDF format on a flash drive of the proposal in a sealed container clearly identified on the outside of the package as "Official Notice #20-2016".

Packages to be delivered to:

Kathryn Kasper  
Purchasing Agent  
730 Washington Avenue, Racine, WI 53403  
262-636-9143  
Kathryn.Kasper@cityofracine.org

## **SCHEDULE**

<b>Date</b>	<b>Action</b>
October 18, 2016	RFP distribution
November 10, 2016 end of business	Questions regarding RFP due to Purchasing Agent
November 14, 2016	Addenda issued if needed
November 29, 2016 10:00 AM	RFP Submittal Deadline
December 2016	Review by selection committee and interviews if needed
January 2017	Selection
February 2017	Contract issued

## **SELECTION CRITERIA AND PROCESS**

The evaluation and selection process will consist of a review of proposals by City staff. Proposals for the project will be evaluated and ranked based on the following criteria:

1. Provider Capabilities 35%
2. Provider Experience In EMS Billing Services 25%
3. Payment Proposed 30%
4. References 10%

Evaluation shall be made by representatives of the Fire Department and Finance Department.

## **CONDITIONS AND AGREEMENTS**

**Right of Rejection:** The City of Racine reserves the right to reject any or all proposals, any portion of a proposal or to accept the proposal considered most advantageous to the City of Racine following final negotiations, evaluations and review.

**Prices to be Firm:** Respondents certify that prices, terms and conditions in the proposals will be firm for acceptance for a period of 6 months from the date of opening unless otherwise stated by City of Racine.

**Instructions to Vendors:** Thoroughly examine the scope of work, schedule, instructions and all other solicitation documents.

Make all investigations necessary to be familiar with conditions that affect the proposal, such as but not limited to, facilities for delivery of material and equipment. No pleas of ignorance by the respondents as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of the City or changing the compensation due.

**Respondent's Certifications/Agreements:**

**By submission of a proposal:** You certify that you are a duly qualified, capable, and otherwise bondable business entity.

You affirm that any response has not included any preparation in collusion with any other respondent, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

**Contact Person:** The City Purchasing Agent (or designee) shall act as the city representative in the issuance and administration of this RFP and contract, and shall issue and receive all documents, notices, and correspondence pertaining to this RFP. Such documents, notices, and correspondence not issued by or received by the City Purchasing Agent (or designee) shall be null and void. Any questions regarding this RFP process must be submitted via e-mail to:

Kathryn Kasper, Purchasing Agent  
[kathryn.kasper@cityofracine.org](mailto:kathryn.kasper@cityofracine.org)  
262-636-9143

**No other employee or representative of the City of Racine is authorized to interpret any portion of this RFP or give information as to the requirements of this Request for Proposals in addition to that contained in or amended to this written RFP document. Respondents are instructed not to contact any other city department or employee regarding this RFP. Any unauthorized contact regarding this RFP to any City employee or official may be cause for rejection of proposals, at the sole discretion of the City.**

Questions will be answered via e-mail within three working days. Final date for questions is listed in the Calendar of Events. Answers to questions from any respondent will be provided to all respondent on the vendor list. No verbal or written information, which is obtained other than through this Request for Proposals or its addenda, shall be binding on the City of Racine. Vendors are expected to raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible during the process.

**Errors or Omissions:** If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

The City of Racine reserves the right to permit cure of, or waive any informality, any irregularities or technicalities contained in any proposal submitted, at the sole discretion of the City of Racine, provided such waiver does not substantially change the offer or provide a competitive advantage to any other vendor. Contracts will be awarded in the best interests of the City of Racine.

**Specification Exceptions:** Respondents are urged to review all RFP documents, including the statement of work, specifications, requirements and evaluation process prior to submitting a response. If a respondent has any objections to the statement of work, specifications, requirements or evaluation process they are urged to submit a written notification prior to the last day for questions as indicated in the Calendar of Events. By submitting a proposal the respondent is indicating their acceptance of the specifications, requirements and evaluation process and will have no standing to protest the specifications, requirements or evaluation process.

**Addenda:** Changes to this RFP will be made only by formal, written addendum issued by the City of Racine's Purchasing Division. When possible, any such addendum will be electronically mailed to all known respondents, otherwise other transmittal arrangements will be made. Any and all addenda issued as part of this RFP shall become part of the specifications of this RFP and will be made part of the contract. It is the vendors' responsibility to check and assure receipt of any and all addendums.

**Award of Contract:** The City of Racine does not warrant or guarantee that a contract will be awarded as a result of this Request for Proposals. If a contract is awarded as a result of this bid, the award will be made to the low, responsive, responsible offeror whose bid is most advantageous to the City of Racine, at the sole discretion of the City, by the issuance of a City of Racine purchase order or execution of a contract.

The City reserves the right to reject any and all bids and to select the vendor considered by the City to be most advantageous.

**Assignment and Subcontracting:** The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of the City of Racine, which will not be unreasonably withheld. All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall insure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

If the City of Racine permits the use of subcontractors, the following will apply:

The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The City considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.

The prime contractor will be responsible for the contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the City with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the City for any breach in the performance of the prime contractor's duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless hereunder for any loss or damage of any kind occasioned by the acts of omissions of prime contractors, subcontracts, their agents or employees.

**Vendor Responsibility:** A response may be rejected if a respondent fails to meet any one of the following qualifications:

**Financial and Organizational Capacity:** Factors to be considered include, but are not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or existence of appropriate accounting and auditing procedures for control of property and funds.

**Legal Authority:** Factors to be considered include authority to do business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violations, violations of other local, state or Federal law, etc.

**Integrity:** Factors to be considered include, but are not limited to, criminal indictments or convictions, civil fines and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.

**Previous Contract Performance:** Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

## **INSURANCE REQUIREMENTS**

**As a material element of the contract,** the PROVIDER for this agreement shall procure and maintain for the duration of the contract, insurance against claims for bodily injury, death, personal injury or damages to property which may arise from or in connection with the performance of the work hereunder by the PROVIDER, its agents, representatives, employees, or subcontractors. With respect to such insurance as required hereunder, the City, its departments, officers, employees, volunteers, and agents shall be **added by endorsement as additional named insureds**. This additional insured coverage applies only with respect to liability of the named insured or other parties acting on their behalf arising out of the activities or responsibilities of the contract.

**The PROVIDER shall carry in force at all times the following insurance, and the general aggregate limit shall apply separately to this contract or the general aggregate shall be twice the required occurrence limit, or a policy dedicated to the contract will be required:**

### **Commercial General Liability**

Commercial General Liability insurance occurrence form with minimum limits of **\$1,000,000 combined single limit per occurrence** for bodily injury, death, personal injury and property damage.

### **Comprehensive Auto Liability**

Comprehensive Auto Liability insurance (code 1 and "auto") in an amount no less than **\$1,000,000 combined single limit per accident** for bodily injury, death and property damage.

### **Worker's Compensation and Employer's Liability**

Worker's Compensation and Employer's Liability Insurance with worker's compensation limits as required by laws of the State of Wisconsin and Employer's Liability limits of **\$500,000 per accident**.

Any deductibles or self-insured retention in such policies of insurance shall be declared to the City and subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its departments, officers, employees, volunteers, and agents or the PROVIDER shall procure a bond guaranteeing any and all losses and related allocated loss adjustment expenses including investigations, claims administration and defense.

The policies of insurance required hereunder shall contain or be endorsed to maintain the following provisions:

#### **1) COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE**

- a) The City, its departments, officers, employees, volunteers, and agents are to be covered as additional insured's as respects liability arising out of the activities performed by or on behalf of the PROVIDER, including the additional insured's general supervision of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER, or motor vehicles owned, leased, hired or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of

protection afforded to the City, its departments, officers, employees, volunteers or agents.

- b) PROVIDER's insurance coverage shall be endorsed to state that PROVIDER's insurance shall be primary insurance as respects City, its departments, officers, employees, volunteers and agents. Any insurance or self-insurance maintained by the City, its departments, officers, employees, volunteers or agents shall be excess of PROVIDER's insurance and shall not contribute to it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its departments, officers, employees, volunteers or agents.
- d) PROVIDER's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability, which shall apply collectively to all insured's.

## 2) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE

The insurer shall agree to endorse its insurance policy to waive all rights of subrogation against the City, its departments, officers, employees, volunteers and agents for losses arising from work performed by the PROVIDER for the City, to the extent permitted by law.

## 3) EMPLOYEE DISHONESTY COVERAGE

PROVIDER shall provide insurance coverage to effect protection against the theft, destruction or other loss of cash, checks or other funds of or to be credited to the City of Racine when such theft, destruction or loss arise from the dishonest conduct of PROVIDER or its employees. Such coverage shall provide a **minimum limit of \$100,000 per occurrence and \$500,000 annual aggregate**, and shall include faithful performance of duty.

## 4) ALL COVERAGES

Each insurance policy which is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City. All such coverage shall be placed with the insurers with a BEST rating of no less than A-VII and said carrier shall be admitted status with the State of Wisconsin.

## 5) VERIFICATION OF COVERAGE

PROVIDER shall furnish the City with **certificates of insurance and, upon request, with original endorsements** effecting coverage's required by the insurance specifications within this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on such forms and are subject to approval by the City. For Worker's Compensation related risks, only forms approved by the Wisconsin Commissioner of Insurance are to be used. All certificates and endorsements are to be received and approved by the City at the time the contract is executed and before the work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time. **Failure to maintain required insurance coverage's is a material breach of the contract and is cause for termination.**

NOW THEREFORE, in compliance with the RFP, and subject to all terms and conditions thereof, Firm, offers and agrees, if its bid proposal is accepted by County within 120 days from the date of its opening as advertised, to furnish the subject Services for a cost based upon a fixed percentage fee of \_\_\_\_\_ percent (\_\_\_\_)% of net monthly collections.

Firm further certifies its bid proposal \_\_\_ is / \_\_\_ is not submitted subject to additional exceptions as listed and described in an instrument entitled "RFP EXCEPTIONS" attached to and incorporated within this Form if applicable.

FIRM: \_\_\_\_\_ (Legal Name)

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (PRINT NAME)

\_\_\_\_\_ (PRINT TITLE)

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

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State aforesaid, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged t h a t he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (firm's legal name), a \_\_\_\_\_(firm's type of business: sole prop, corp., LLC, etc.) organized under the laws of the State of \_\_\_\_\_, and that by authority duly given, and as the act of the firm itself, the foregoing instrument was signed in its name by the person identified above in their official capacity as the \_\_\_\_\_ (title) thereof.

WITNESS my hand and official stamp or seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

## INSTRUCTION TO PROPOSERS

The specifications shall be held to include the Advertisement, Instructions to Proposers, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All proposals shall be made out as directed in the specifications and shall be on the Standard Proposal form if furnished by the RDA. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #20-2016" Please return this entire bid package with your bid.**

Proposals are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No proposal may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The RDA reserves the right to reject any or all bids or to accept any bid considered most advantageous to the RDA. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the RDA.

The accompanying proposal includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying proposal are neither directly or indirectly the result of an agreement with any other bidder.

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

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

CITY, STATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_