

# Town of Riverhead

Suffolk County, New York



## Request for Proposals

For

**Medical Transportation Billing and Reimbursement**  
**Services on behalf of the Town of Riverhead**  
**Ambulance District**

Sealed Proposals Must be Received  
In the Office of the Town Clerk  
200 Howell Avenue  
Riverhead, New York 11901  
**On or Before 11:00 a.m. on December 16, 2015**

**TABLE OF CONTENTS**

NOTICE TO BIDDERS..... 1

INSTRUCTIONS TO BIDDERS ..... 2-4

SPECIFICATIONS ..... 5-9

GENERAL MUNICIPAL LAW SECTION 103-a and 103-b..... 10

GENERAL MUNICIPAL LAW SECTION 103-d..... 11

BIDDER QUALIFICATIONS..... 12-16

## I. NOTICE TO BIDDERS

PLEASE TAKE NOTICE that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York **on or before December 16, 2015, at 11:00 a.m.** for:

### REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified companies that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

Specifications and guidelines for submission of proposals will be available beginning on **November 12, 2015** on the Town website at <http://townofriverheadny.gov> click on "Bid Requests".

Each proposal must be submitted in a sealed envelope clearly marked "**Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District**" and must be received by the Office of the Town Clerk by no later than **11:00 am on December 16, 2015.**

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals even after submission of same, if the Town determines, in its sole discretion that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD  
DIANE M. WILHELM, TOWN CLERK**

## II. INSTRUCTIONS TO BIDDERS

### 1. Receipt of Proposals

The Town of Riverhead invites proposals for medical transportation billing and reimbursement services.

### 2. Form, Preparation, and Presentation of Proposal

Bidders should return the *entire bid package* and provide the information as requested.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District." **Please provide five (5) copies.**

Bidders must provide ALL INFORMATION.

#### INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, in a legible format, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

### 3. Rejection of Proposals

A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal or part thereof which it deems most favorable to the Town after all proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

#### **4. Method of Award**

All proposals will be compared based on the totality of the bidder's presentation regarding "Medical Transportation Billing and Reimbursement Services on behalf of the Town of Riverhead Ambulance District" (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for undertaking and providing the services that are in the best interests of the Town.

#### **5. Insurance Required By the Town of Riverhead**

A. The Bidder/Offeror shall carry and maintain Comprehensive General Liability Insurance, including products, contractual, property and personal injury in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate and \$1,000,000.00 as and for professional liability per claim and in the aggregate, and, if applicable, worker's compensation insurance and employer's liability insurance in compliance with statutory limits and shall name the Town of Riverhead and the Town of Riverhead Ambulance District as additional insured.

B. In addition to the extent a contract is awarded, Bidder/Offeror shall be required to carry automobile liability insurance including owned and non-owned and hired automobiles with a combined single limit of \$1,000,000.00 per occurrence and shall name the Town of Riverhead and the Town of Riverhead Ambulance District as an additional insured (hereinafter referred to collectively as "Town").

CONSULTANT hereby indemnifies and holds the TOWN, its departments, officers, agents and employees, harmless against any and all claims, actions, including appeals or demands against TOWN, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the negligent acts or omissions of Bidder, Bidder's employees, subcontractors or agents under a contract to provide services outlined in this RFP.

Note, Town may request proof of the above insurances as set forth in provision #6 "Town's Reservation of Rights" set forth below.

## **6. Town's Reservation of Rights**

The Town reserves all rights with respect to this RFP, including but not limited to the following:

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services detailed in the specifications within the goals and time parameters set forth herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

### III. SPECIFICATIONS

#### 1. Summary

The Town of Riverhead, hereinafter referred to as the Town," is requesting proposals from all qualified companies that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful "offerors" in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be emailed to Daniel P. McCormick, Esq., Deputy Town Attorney, [mccormick@townofriverheadny.gov](mailto:mccormick@townofriverheadny.gov), 631-727-3200 ext. 605, and must be received by no later than 11:00 am on December 1, 2015. Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the only authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

#### 2. General Conditions

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 604 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project. In addition, the successful bidder must be prepared to execute a contract with any of the following parties or a combination thereof: The Town of Riverhead, Town of Riverhead Ambulance District, and/or The Riverhead Volunteer Ambulance Corps, Inc.

C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all

times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, the experience of those who will be providing services under the contract, price, and demonstration of ability to meet the schedule for completion of tasks by Offerors will be considered, along with other relevant factors.

E. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;
- interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Workers' Compensation, Disability, and Professional Liability insurance in the amount of \$1,000,000 per occurrence and must name the Town of Riverhead and the Town of Riverhead Ambulance District as an "additional insured." The Accord form is acceptable to evidence the liability coverage.

H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.



### **3. General Scope of Services/Detail & Description of Services/Schedule**

#### A. General Scope of Services

The Town is seeking a qualified company that can provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District.

#### B. Detail & Description of Services

##### **MEDICAL TRANSPORTATION BILLING AND REIMBURSEMENT SERVICES ON BEHALF OF THE TOWN OF RIVERHEAD AMBULANCE DISTRICT**

Consultant shall be required to provide medical transportation billing and reimbursement services on behalf of the Town of Riverhead Ambulance District along with the following features:

- 1) Capability and procedures to process patient identification, demographic and insurance information in a timely manner for the purpose of medical transportation billing and reimbursement services.
- 2) User-friendly electronic and/or other devices and systems/procedures to process patient identification, demographic and insurance information including wireless and internet capability with data security features.
- 3) Technical Support regarding patient identification, demographic and insurance information and processing of same.
- 4) Customer Support regarding patient identification, demographic and insurance information and processing of same.
- 5) Third-party billing capability and data retrieval regarding patients involved in automobile no-fault insurance coverage matters.
- 6) Recommend and advise as to optimal office space layout, dimensions and requirements in consideration of proposed billing/reimbursements services and HIPAA compliance.

### **4. Proposal Content and Format Requirements**

#### A. Cover Sheet

- 1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Offeror, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.
- 2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Offeror.

## B. Description of Services, Background and Staff

### 1) Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

### 2) Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services. The following list contains items required as an integral part of this proposal:
  - Firm profile.
  - Background and experience in the field of medical transportation billing and reimbursement services, particularly in regard to municipal services for comparable projects.
  - Resume of key personnel directly involved in this engagement.
  - Summary of your understanding of the scope of services being requested and your approach to carrying out the work.
  - Charges and Fees: amount, basis, waivers, how and when assessed.
  - Specifications and itemization of required equipment and/or devices and charges and fees for same.
  - Third-party company involvement, services, fees and charges.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. Client references
  - list a minimum of two clients whose scope of work most closely reflects that mentioned in the statement of solicitation, including municipal clients.

Information shall include at a minimum: Client name address, location, scope, value and level of services provided, and reference contact information (name and phone number).

- c. Provide a history of third-party billing and collection success expressed as a percentage of overall billing, volume and rate of return. Please describe any issues involving billing procedures and how your company addressed them, i.e., coding, communication, patient identification and information data retrieval, medicare/medicaid reimbursement, private insurance, etc. Please describe all billing related pitfalls you have encountered and how your company addressed those issues.
- d. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.
- e. Financial Stability: provide documentation of the Offeror's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

## **5. Selection Procedures**

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, include background and qualifications, the Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

## **6. Inquiries**

Direct all inquiries regarding the proposal process or proposal submissions to:

Daniel P. McCormick, Esq., Deputy Town Attorney  
Riverhead Town Attorney's Office  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901  
**631-727-3200 x 605 Email: [mccormick@townofriverheadny.gov](mailto:mccormick@townofriverheadny.gov)**

**IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**

**GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: \_\_\_\_\_

Signed by:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**V. GENERAL MUNICIPAL LAW - SECTION 103-d**

**Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix corporate seal if contractor is a corporation.

**VI. BIDDER QUALIFICATIONS**

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

**Section A.**

- 1. Name of Offeror/Organization: \_\_\_\_\_
- 2. Main Office Address: \_\_\_\_\_
- 3. When Organized: \_\_\_\_\_
- 4. If a Corporation, Indicate State Incorporated In: \_\_\_\_\_
- 5. NAME OF PARTNERS      HOME ADDRESS OF PARTNERS

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: \_\_\_\_\_

Name and Address of Vice President: \_\_\_\_\_

Name and Address of Secretary: \_\_\_\_\_

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No \_\_\_\_\_

If yes, please provide:

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

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

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No \_\_\_\_\_
2. Have you ever defaulted on a contract? Yes/No \_\_\_\_\_ If yes, state where and why:
3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No \_\_\_\_\_

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No \_\_\_\_\_ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No\_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement

Section D.

('Delete phrases that are not applicable)

I, \_\_\_\_\_ the '(applicant herein),  
(an officer or agent of the corporate applicant) namely its \_\_\_\_\_.(list  
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
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(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
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False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: \_\_\_\_\_