

NOTE: The Township of Little Falls will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

REQUEST FOR PROPOSALS FOR THE PROVISION OF A THIRD PARTY
BILLING SERVICE FOR MUNICIPAL BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

ISSUE DATE:

DUE DATE:
Thursday May 30, 2019
At
10:00AM

Issued by:

Township of Little Falls

Charles S. Cuccia, QPA

**NOTICE OF REQUEST FOR PROPOSALS
FOR THIRD PARTY BILLING AND RELATED SERVICES FOR MUNICIPAL BASIC LIFE SUPPORT (BLS)
AMBULANCE SERVICES**

Notice is hereby given that sealed Proposals will be received by The Township of Little Falls (the "Township") at 225 Main Street, Little Falls, New Jersey 07424, on **Thursday May 30, 2019 at 10 :00 a.m.** prevailing time for the following contract:

**THIRD PARTY BILLING AND RELATED SERVICES FOR MUNICIPAL
AMBULANCE SERVICES, TOWNSHIP OF LITTLE FALLS, NEW JERSEY**

Proposals shall be opened on **Thursday May 30, 2019 at 10:00 a.m.** prevailing time at the above location. Proposals must be submitted on the Proposal Forms furnished in the Request for Proposals and delivered in sealed envelopes clearly marked "Proposal Enclosed for Third Party Billing and Related Services for Municipal Ambulance Services." Respondents must include their name and address on the outside of the envelope. Proposals prepared on forms other than those provided by the Township will be rejected. Proposals received after the time set forth herein, regardless of cause of delay, will not be accepted. All interested parties are invited to attend.

The Request for Proposals, including the Proposal Forms and Specifications, may be obtained from Township Clerk's Office in Little Falls at 225 Main Street, Little Falls, New Jersey 07424, on **Thursday May 9, 2019 from 8:30 a.m. until 4:00 p.m.** and thereafter during regular business hours, 8:30 a.m. to 4:00 p.m., Monday through Friday.

Proposals are being solicited pursuant to the Competitive Contracting provisions of the Local Public Contracts Law, N.J.S.A.40A:11-1, et~., and in accordance with the approval of the Director of the Department of Community Affairs. Respondents are required to comply with the affirmative action and non-discrimination provisions of P.L. 1975, C. 127, and, where applicable, the requirements of P.L. 1963, C. 150, as amended and supplemented, with respect to the payment of prevailing wages.

The Township reserves the right to waive any informalities or irregularities in the Proposals received and to reject any and all Proposals, pursuant to applicable law.

Cynthia Kraus, RMC
Township Clerk

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

The Township of Little Falls (the "Township") issues this Request for Proposals ("RFP") to solicit Proposals for the provision of a Third Party Claims billing, collection, recovery, and subrogation administrator for Municipal Basic Life Support (BLS) Ambulance Services provided by the Township of Little Falls Emergency Medical Services ("Billing Services"), as more particularly described herein. The Township is seeking Proposals from qualified firms with demonstrated records of providing reliable and efficient third-party claims billing and related services in a cost-effective manner. The Successful Respondent must be prepared to provide Billing Services as early as **June 14, 2019 but no later than June 30, 2019**.

1.2 Definitions

- A. "Township" means The Township of Little Falls; a public body of the State of New Jersey and, except as otherwise expressly provided herein, its officers and employees.
- B. "Proposal Documents" means this RFP, including all forms, terms and conditions and amendments and supplements thereto, if any.
- C. "Contract" means the contract between the Township and the Successful Respondent for the performance of Billing Services sought in this Request for Proposals.
- D. "Billing Service(s)" means the services required to be performed by the Contractor pursuant to the Contract and these Proposal Specifications and includes, without limitation, the provision of a third-party billing and related services for municipal ambulance services and related maintenance obligations.
- E. "Successful Respondent" or "Contractor" means the Respondent selected by the Township to provide the Billing Services and who will execute the Contract.
- F. "Municipal BLS Ambulance Services" means the emergency medical services provided by the Township's Municipal BLS Ambulance Service in response to approximately (1500 estimate) calls for service in 2019.

1.3 Questions

All questions concerning this RFP shall be submitted in writing to Charles Cuccia, Township Administrator no later than **4:00 p.m. on Wednesday May 22, 2019** as set forth below:

Charles Cuccia
Township Administrator/QPA
Township of Little Falls
225 Main Street
Little Falls, NJ 07424
Phone: 973-890-4500
Email: ccuccia@lfnj.com

Responses will be issued to all Respondents of record no later than **4:00 p.m. on Friday, May 24, 2019**. The Township will not be responsible for oral clarifications.

1.4 RFP Documents

Each Respondent should inspect its copy of this RFP to ensure that a complete set of the documents, including any Appendices, are included. If a Respondent discovers that its copy of the RFP is incomplete, it should immediately contact Charles Cuccia in accordance with Section 1.3. The Township will make appropriate and reasonable arrangements with the Respondent to provide any missing items. A Respondent must prepare its Proposal using a complete RFP, including any addenda issued by the Township prior to the date established for submission of all Proposals. Neither the Township nor its agents or employees shall be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from a Respondent's use of an incomplete RFP in preparing or submitting its Proposal.

The RFP has been made available only for the purpose of soliciting Proposals related to the provision of the Billing Services as generally described in this RFP. No license or grant is conferred or implied to the Respondent or to any other person for any purpose.

1.5 Procurement Process

The Township is proceeding with the selection of a third-party billing service provider pursuant to the Competitive Contracting procedures set forth at N.J.S.A.40A: 11-4.1 et seq. Respondents are encouraged to familiarize themselves with the provisions thereof.

All Respondents to this RFP must evidence the ability to provide the Billing Services contemplated herein.

The Proposals will be evaluated in accordance with Section 5 hereof. Generally, the Township will select the Successful Respondent based on an evaluation and ranking, which shall include technical, management and financial criteria. The selection process will comply in all respects with the Competitive Contracting requirements, as set forth in NJ.S.A.40A: 11-4.1 et seq.

Issuance of the RFP	5-9--2019.
Deadline for Receipt of Written Questions	5-22-2019
Response to Written Questions	5-24-2019
Receipt of Proposals (10:00 a.m. prevailing time)	5-30-2019

Subsequent to issuance of this RFP, the Township may modify, supplement or amend the provisions of this RFP, including the anticipated procurement schedule.

1.8 Conditions

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to and shall not be construed to commit the Township to execute any agreement.
2. The Township reserves the exclusive rights set forth in Section 1.9 hereof.
3. Neither the Township, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation or collection of Proposals in response to this RFP, nor there any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Township and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Township and will not be returned.
6. Reasonable efforts will be taken by the Township to keep information of a confidential or proprietary nature confidential during and after the procurement process, as permitted by law, when such information has been previously and properly identified by the Respondent.

7. All activities related to the provision of the Billing Services, as generally described herein, shall be subject to compliance with all applicable federal, State and local laws, regulations and/or other applicable requirements.
8. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, will result in the rejection of the Proposal by the Township.
9. All documentation and information provided by the Township in connection with this RFP is believed to be accurate and correct, however, the Township makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Township in accordance with Section 1.4 hereof if it believes that any information provided herein is not accurate and/or correct.

1.9 Rights of the Township

The Township reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To eliminate any Respondent who submits an incomplete or inadequate proposal or is otherwise not responsive.
2. To reject any or all Proposal(s) or any Proposal(s) deemed to be non-responsive to the RFP.
3. To supplement, amend, or otherwise modify the RFP.
4. To change or alter the schedule for any events called for in the RFP.
5. To conduct investigations of any or all of the Respondents and their Proposals as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal.
6. To decline to select a Successful Respondent or enter into a Contract for any reason.
7. To abandon this procurement process at the Township's convenience at any time for any reason.
8. To select the Proposal that, in the Township's sole judgment, best serves the interest of the Township.
9. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
10. To only select a Successful Respondent or enter into a Contract subject to obtaining all necessary permits, approvals and authorizations including, but not limited to, any necessary approvals or requirements of any local, state, bi-state or federal agency.
11. To interview any or all Respondents.

1.10 Examination of Documents, Familiarity with the Services Required to be Performed

It is the responsibility of each Respondent, before submitting a Proposal, to (a) examine the RFP thoroughly, (b) become familiar with and consider all Federal, State and local laws, regulations, ordinances, permits, approvals and orders that may affect the provision of Billing Services, and (c) notify the Township of all conflicts, errors or discrepancies in the RFP.

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to compile its

Proposal. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the Billing Services.

The submission of a Proposal will constitute a conclusive and binding representation by such Respondent that such Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Township has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performing and furnishing Billing Services.

SECTION 2

SCOPE OF SERVICES

2.1 General

The scope of services to be provided under the Contract shall include the provision of Third-Party Billing and Related Services for Municipal Ambulance Services in the Township, and assistance with the creation, management, operation and maintenance of the Township's Municipal Ambulance Service to the extent generally set forth herein. The Township will cooperate in good faith with the Successful Respondent to facilitate the performance of the obligations set forth herein.

The Successful Respondent shall perform Billing Services for the Municipal

Ambulance Services at all times on behalf of the Township in compliance with all State, Federal and local laws, rules, regulations and permits, and in accordance with the terms and provisions of the Contract, the terms and provisions of this Request for Proposals and otherwise in accordance with prudent industry practice.

The following are the number of calls responded to by the Township's ambulance service: 2016-1,315; 2017-1,246; 2018- 1,559.

2.2 Level of Billing Service

At a minimum, the Successful Respondent shall be responsible for the provision of a third-party billing and related services for municipal ambulance services in accordance with all Federal, State and local requirements, laws, rules and regulations.

The Successful Respondent will be responsible for: a) assisting the Township with obtaining and maintaining all required New Jersey State Licenses for a Municipal Ambulance Service; b) assisting the Township in obtaining all necessary "provider numbers" from the Federal and State Medicare/Medicaid programs; c) track, bill and collect payment. from Medicare/Medicaid programs and private insurance companies; d) track, bill and collect co-payment/deductible from individual patients; e) provide Township with all appropriate billing forms and patient information forms; f) assist the Township in developing and maintaining a written standard operating procedure manual; g) maintain full, complete and accurate records, including patient care reports; h) assist Township in properly collecting and maintaining personnel files for each municipal ambulance service crew member; i) assist Township in developing a written charity care policy; and j) work in support of the Township's Licensed Medical Director.

The Successful Respondent shall be prepared to provide Billing Services as early as June 14, 2019, but no later than June 30, 2019.

The term of the Contract for Billing Services is one (1) year, and the Township shall have the option to renew the Contract for two (2) successive one (1) year periods. The Township reserves the right to terminate the awarded contract on sixty (60) days written notice.

2.3 Staffing

The Successful Respondent shall provide a staff of qualified and experienced employees, to be solely employed by the Successful Respondent. At no time shall the Township be called upon to become a co-employer of said employees. The Successful Respondent, at all times, shall maintain the necessary number of employees and staff to perform the Billing Services.

2.4 Compliance with Laws and Regulations

The Successful Respondent shall comply with any and all applicable Federal, State and local laws, codes, ordinances and regulations governing the Billing Services. The Successful Respondent shall pay all regulatory fines and penalties, without limitations, assessed against the Township and/or the Successful Respondent for the Successful Respondent's non-compliance with any such regulations, and any reasonable attorneys' and consultants' fees incurred by the Township.

2.5 Access to Records

The Township shall have the right to continuously monitor and review the performance of the Billing Services by the Successful Respondent and, if the Township so chooses, the Township shall be entitled to hire consultants, at its sole cost and expense, for purposes of conducting such monitoring and review activities.

The Successful Respondent shall keep accurate and complete records of all pertinent operating data and information relating to the Billing Services, including service call data and accounting and financial records, as prudent industry practice shall require. The Township shall have continuous and unrestricted access to all such records.

The Successful Respondent shall be obligated to provide to the Township, within two (2) business days (or sooner should the provision of such material be deemed an emergency, in the sole reasonable discretion of the Township), copies of all operating data, accounting, financial and other records or information kept by the Successful Respondent.

2.6 **Reports and Certain Services**

(a) The Successful Respondent shall make the following items available at the Township's request at no additional charge to the Township:

- Various Customer Reports
- Status Reports
- Patient Summary Reports
- Billing Receivables Reports
- Closed Accounts Reports
- Billing A/R Reconciliation Reports
- NJ Quarterly Trip Statistics
- Pending Bills Reports
- Collection Reports
- Contractor Reports
- Open Account Reports
- Medicare/Medicaid Report
- Compatible for bundle billing with ALS Billing to local Hospitals
- Software for patient record and billing on the EMS Charts platform
- Hardware to operate said Patient record and billing system

The above will be supplied on a calendar month and calendar year basis and in a format deemed acceptable to the Township.

(b) In addition, Collection Reports, which provide the following information about collections received, shall be supplied weekly:

- Where monies were received and deposited
- Insurance payments, medical or commercial, with company name
- Medicare payments
- Individual payments
- Source of any other payments
- Detailed Daily Deposit Report

Samples of all reports must be submitted with all proposals.

(c) All payments by mail shall be received by the successful contractor in the TOWNSHIP'S LOCK BOX SYSTEM FOR EMS REVENUE COLLECTION. Costs related to the operation of the lock box system will be borne by the Township.

(d) All correspondence/invoices shall indicate that all payments shall be made payable to The Township of Little Falls.

(e) The Township shall select the banking institution to be utilized for the deposit of all checks, wire transfers and other revenue or reimbursement. Only the Township shall be authorized to withdraw monies from said account.

(f) For any checks not deposited directly to the Lock Box, the Township requires copies of all checks received for services rendered. The successful contractor shall provide copies of all checks received for services rendered by the Little Falls Municipal Ambulance Squad. All funds collected must be deposited within forty-eight (48) hours in accordance with state law.

- (g) The successful contractor shall be responsible for all costs of supplying the services mentioned in this Request for Proposals to the Township, including the costs of printing all ambulance call sheets and required forms for each call.
- (h) Records must be maintained for seven (7) years in the event of an audit by Medicare or any other agency, including the Township.
- (i) Electronic filing for Medicare, NJ Medicaid and commercial insurance is required. All proposals must demonstrate knowledge of electronic filing with Medicare, NJ Medicaid and commercial insurance companies, and the ability to perform this service for the Township. The successful contractor shall be responsible for providing the Township with tablets.
- (j) During the term of the contract, the contractor shall make at least three (3) good faith, commercially reasonable collection attempts and maintain a written record of same. After three (3) unsuccessful attempts within a reasonable time, the contractor shall prepare a report containing the name(s) of the patient(s), the date on which service was provided by the Little Falls Municipal Ambulance Squad, and the non-collected billing amount(s) to the Township's Chief Financial Officer. The contractor will have no right and shall make no claim for payment against the Township for the costs involved in the attempts to collect the funds. This claim processing is not to be confused with collection of bad debts.
- (k) The contractor shall provide both a local and toll-free long-distance telephone number in order to provide responses to patient's questions regarding services and charges billed. The contractor shall provide an adequate number of well-trained office staff, experienced in dealing with the elderly and qualified to answer patients' questions. The contractor shall be responsible for picking up or paying for overnight delivery of ambulance call sheets at least once weekly.
- (l) The contractor shall have the ability to accept credit/debit card payments

2.7 Affirmative Action; Prevailing Wage

The Successful Respondent shall comply with all applicable statutes and regulations pertaining to affirmative action and prevailing wages as set forth on Appendix A.

SECTION 3

INSTRUCTION FOR PREPARATION AND SUBMISSION OF PROPOSALS

3.1 Submission of Proposals, Time and Place

Proposals shall be submitted to the Township **on or before 10:00 a.m. prevailing time on Thursday May 30, 2019**. Proposals shall be enclosed in an opaque, sealed envelope, marked with the name and address of the Respondent, directed to Township of Little Falls, Attention: Cynthia Kraus, Township Clerk and further marked "Proposal Enclosed for Third party billing and related services for Municipal Ambulance Services."

One (1) original and two (2) copies of the Proposal shall be submitted and **received BY HAND DELIVERY, CERTIFIED MAIL RETURN RECEIPT REQUESTED OR OVERNIGHT MAIL** on or prior to the above-referenced time. One of the copies shall be unbound.

NO COPIES OF THE PROPOSALS SHALL BE SENT DIRECTLY TO ANY OTHER MEMBER OF THE TOWNSHIP OR ITS PROFESSIONALS.

One (1) set of the Proposal must be clearly marked as the original and must contain the original documents. The remaining two (2) copies may be reproductions. Respondents shall number each set of documents sequentially (numbers 1-3, with number 1 being the original) on the upper right-hand corner of each cover.

All Proposals submitted will be date and time-recorded by the Township upon receipt but will remain unopened until the time and date established for the Proposal opening.

The delivery of the Proposal to the Township on the above date and prior to the time specified herein is solely and strictly the responsibility of the Respondent. The Township shall not under any circumstances be responsible for the loss of, delay or non-delivery of any Proposal sent or delivered, by mail or otherwise, prior to the Proposal opening.

3.2 Addenda or Amendments To The Request For Proposals

Questions pertaining to the Request for Proposals should be directed **in writing** to Charles Cuccia, Township Administrator and **received no later than 4 p.m. on Wednesday, May 22, 2019** at the address listed below:

Charles Cuccia
Township Administrator
Township of Little Falls
225 Main Street
Little Falls, NJ 07424
Phone 973-890-4500
Email: ccuccia@lfnj.com

During the period provided for the preparation of Proposals, the Township may issue addenda or amendments to this Request for Proposals. Those addenda will be numbered consecutively and will be distributed to each entity who has requested in writing to receive a copy of the Request for Proposals or who has obtained a copy of the RFP from the Township and provided the Township with its contact information. Any addenda will be issued by, or on behalf of, the Township and will constitute a part of the Request for Proposals. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment (included as part of this Request for Proposals). All Proposals submitted in response to the Request for Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submittal date.

3.3 Cost of Preparation

Each Proposal and all information required to be submitted pursuant to this Request for Proposals shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Township, its staff, or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information related in any way to the Request for Proposals.

3.4 Disclosure of Information In Proposals

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Township will attempt to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify each page of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposal to assist them in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

"The data on pages __ identified by __ (symbol) and labeled "Proprietary Information ", contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Township determines it proper or to the extent that the Township deems disclosure necessary according to law. If a Contract is awarded to (Respondent), the Township will have the right to use or disclose the data as provided in the Contract executed with the Respondent."

The Township will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Township assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

3.5 Withdrawal

A Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals provided that a written request to withdraw the Proposals is hand delivered to the Township, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Township prior to the commencement of Proposal opening.

3.6 Proposal Acceptance or Rejection

Subject to applicable law, the Township reserves the right to (a) abandon this procurement process; (b) reject any or all Proposals; and (c) waive any non-material informality or non-conformance in the Proposals.

3.7 Disposal of Proposals

All Proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal, the Township will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with Section 3.4 hereof. In no event will the Township assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

3.8 Proposal Submission

All Proposals must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

3.9 Completeness

Each of the instructions set forth in this Section 3 must be followed in order for a Proposal to be deemed responsive to the Request for Proposals. In all cases, the Township reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the Request for Proposals. The Township reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this Request for Proposals. In addition, notwithstanding any of the provisions hereof, the Township reserves the right to waive any informality in the Proposals.

3.10 Form of Proposal

The Respondent shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

1. One (1) original and two (2) copies of the Proposal shall be submitted. The original must be clearly marked and contain original documents. Each set of documents are to be numbered sequentially (with number 1 being the original) on the upper right-hand corner of each page.
2. Each volume and all related information shall be bound as a single document, unless that is impractical, in which case an Appendix document accompanying the main volume may be submitted.
3. The Proposal shall be concise, clear, factual, and complete with a minimum of extraneous material.
4. The Proposal shall be indexed and sectioned and shall be prefaced with a table of contents.
5. The Proposal documents shall be typed or printed on 8-1 1/2" x 11" paper.
6. Charts and tables, if appropriate, should be attached.

3.11 Organization

Proposals submitted in response to the Request for Proposals shall consist of the following:

- | | |
|--------------|---|
| Section I. | Respondent Information/Cover Letter |
| Section II. | General Information |
| Section III. | Administrative Information |
| Section IV. | Financial Information |
| Section V. | Technical and Project-Related Information |
| Section VI. | Supplemental Information |

3.12 Respondent Information/Cover Letter - Section I

Section I of the Proposal shall contain Respondent's Information/Cover Letter Form on the official letterhead of the Respondent (in form and content exactly as set forth in **Appendix C-1** hereto) and shall be signed by an authorized representative of the Respondent who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the Request for Proposals.

3.13 General Information Submittal Requirements- Section II

Section II of the Proposal shall contain the following information in the following order:

1. The name, address and telephone number of the Respondent's primary business office. If the Respondent's primary business office is located outside of the State, give the address and telephone number of the New Jersey location, if any that will be responsible for participating in this procurement and the project. Respondent should indicate how many years the Respondent has been in business under its present business name, and list of previous business names used, if any.
2. Identify the parent company and any subsidiary or affiliated companies of the Respondent, giving the names, addresses and telephone numbers of each such company.
3. In connection with the above, provide:
 - a. Completed Appendix Forms C-2 through C-4.

3.14 Administrative Information Submittal Requirements- Section III

Section III of the Proposal shall contain the following information set forth in the following order:

1. The Respondent shall submit a Company Organization Plan for this service. The plan should describe, in narrative form and as a chart, the Respondent's proposed organizational structure for the provision of this service. The chart shall display:
 - (a) Key management personnel identified by name.

Resumes of key personnel to be assigned to the provision of these services are to be provided in the Proposal. This includes the resumes and experience of the people that the Respondent will utilize in implementing the Proposal.

2. Describe any significant pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, its officers, directors, employees or principals or any of its subsidiaries or parent/ s), their officers, directors, employees or principals is a party or of which any of their property is the subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities. Administrative or judicial proceedings arising under any Federal, State, or local laws or ordinances that have been enacted or adopted for purposes of environmental protection shall not be deemed "ordinary routine litigation incidental to the business" and shall be described.
3. Describe briefly any occasion in which Respondent, any officer or principal of Respondent with a proprietary interest therein, has ever been disqualified, removed or otherwise prevented from Bidding on, participating in, or completing a Federal, State, or local governmental project because of a violation of law or a safety regulation.

4. Describe briefly any occasion in which Respondent has been in a position of default in a Federal, State or local government contract, such that payment proceedings and/or execution on a payment, performance or Proposal bond have been undertaken.
5. List all threatened and pending claims, litigation and judgments or settlements, and government enforcement actions.
6. Has the Respondent or any of its officers refused to testify or waive immunity before any state or federal grand jury relating to any public service contract within the last ten years? If so, provide details.

3.15 Financial Information Submittal Requirements- Section IV

Section IV of the Proposal shall contain an annual financial statement for the general partner and/or controlling entity of the Respondent for the last three (3) years.

3.16 Technical and Project-Related Information Submittal requirements- Section V

Section V of the Proposal shall contain Respondent's technical and service-related information. Respondents to the Request for Proposals shall demonstrate their ability to undertake the contract by providing the technical qualifications of the Respondent. The Township reserves the right to conduct an independent investigation of the Respondent by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluation of technical qualifications. At a minimum, the Respondent shall provide the following information:

1. Experience

(a) Respondent shall submit a description of its overall experience in providing Billing Services for pre-hospital municipal ambulance services. The Respondent shall identify when the company was organized, and if a corporation, where incorporated and how many years engaged in providing Billing Services operations under that name. In all instances where Billing Service for municipal ambulance services have been provided, please provide client name, contact name, address and phone number, and a description of services provided.

(b) Respondent shall identify any past, present, pending or threatened criminal investigations, grand jury proceedings, including subpoenas claims, litigation, notices of violations, administrative investigation and/or enforcement actions, or other liability concerning Respondent, its present or past officers, directors, employees, professionals or contracted advisors or assistants arising out of the provision of Billing Services indicated above and shall separately identify any public contract for Billing Services for which it has been terminated for cause (if none so indicate).

2. Personnel/Office

(a) Respondent shall submit resumes of all personnel that will be utilized for the Services. Said resumes shall indicate their education, years of service and experience in providing supervision, troubleshooting evaluations and other technical qualifications.

(b) The Respondent shall submit an organizational chart that shall identify the interrelationships and responsibilities of the personnel. The chart shall identify the key supervisory personnel, and, as applicable, the technical, managerial, administrative, office, clerical and accounting staff. The chart should also indicate if one or more full-time individuals will be dedicated to handle the Township's account.

(i) Office location in miles from Little Falls Township Hall.

3. Service Description

Respondents should describe the dimensions and operations of their proposed Billing Services, to include at least the following:

(a) Overview

Respondents shall describe their strategic approach to their service. This should include the type of Services that will be provided, hours of operation, proposed cost to the Township, including start up costs and service costs as a percentage of funds collected.

(b) Software

Respondents shall provide a detailed description of the capabilities of their computer software. The description must include information relevant to the billing process and report generation, including whether they currently have the capability to initiate electronic billing for pre-hospital EMS services to Medicare, Medicaid, and commercial insurance companies.

(c) Operating Permits

The Respondent shall be responsible for obtaining and assisting the Township in maintaining all legally required permits and approvals (public and private sector) to provide third party billing and related services for municipal ambulance services described herein. Respondents should demonstrate an understanding of, and discuss, relative to the specific Billing Service(s) being proposed, the permits required, the length of time necessary for preparation of all applications, the expected regulatory review timeframes, and likely dates for receipt of permits.

(d) Transport Services for Non-Emergency Calls

4. Other Technical Information

The Respondent shall submit such other Technical Information it deems applicable, if any, as a further clarification of its ability to perform the required Services as indicated.

3.17 **Supplemental Information to Be Provided at Respondent's Option- Section VI**

Each Respondent shall include in **Section VI** of its Proposal any other information that it deems relevant or useful for the Township to consider in evaluating Respondent's Proposal. Respondents may also include any concerns regarding this service or any information or suggestions that the Respondent deems relevant to the Township

SECTION 4

CONTRACTUAL REQUIREMENTS

4.1 **Contractual Requirements**

The Successful Respondent must be prepared to execute, and deliver to the Township, a Contract in form and content acceptable to the Township, in its sole discretion, within three (3) days of its presentation.

4.2 **Subcontracting/Assignment of Contract**

Subcontracting and/or assignment of any portion of the services to be provided under the Contract and/or terms and provisions of this Request for Proposals shall be strictly prohibited without prior written consent of the Township, in the Township's sole discretion.

SECTION 5

EVALUATION AND SELECTION PROCESS

5.1 Evaluation Criteria

The objective of the Township in seeking Proposals to this RFP is to enable it to select an entity that will provide the Services in the most complete, dependable and cost-effective manner. Each Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondent to perform, and conformance with the requirements of this RFP.

The Proposal must include all submission requirements and must address all items. Proposals will be evaluated based upon the following criteria (not ranked in order of importance):

1. **General**
 - a. Demonstrated clear understanding of the Township's goals and objectives;
 - b. Completeness and responsiveness of the Proposal to the requirements of the RFP;
 - c. Evidence of history of satisfactory performance of the Services sought; and
 - d. Use of innovative techniques and technologies in the performance of the Services.
2. **Administrative/Management Criteria**
 - a. Willingness and ability to meet the Township's anticipated schedule;
 - b. Demonstrated track record of satisfactory performance of the Services sought without contract compliance issues;
 - c. Record of moral integrity;
 - d. Reliance on in-house personnel; and
 - e. Demonstrated use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments.

3. Technical Criteria
 - a. Evidence of technical qualifications needed to provide the Services Sought;
 - b. Demonstrated experience in provision of Billing Services;
 - c. Innovative strategic approach to the provision of the Services;
 - d. Evidence of ability to assist with municipal ambulance service implementation; and
 - e. Evidence of capacity to provide the Services within time frame proposed by the Township;
4. Financial/Performance Security Criteria
 - a. Evidence of financial strength sufficient to meet obligations; and
 - b. Provision of Performance Security required by the RFP.
5. Cost Criteria
 - a. Relative cost as compared to other proposals; and
 - b. Adequate and complete explanation of cost components, charges, fees, etc.

5.2 Project References

The Township reserves the right to communicate with those project references identified in the Proposal.

5.3 Interviews (optional)

Following a review of the Proposal documents, the Township may, at its sole discretion, schedule interviews with, or presentations by, any or all of the respondents who submitted Proposals for the purpose of further evaluation of the Respondent's capabilities, qualifications and expertise.

5.4 Additional Information

The Township reserves the right to request additional information and/or documentation from the Respondents and to inspect facilities currently operated and maintained by the Respondents and identified by the Respondents in their Proposals. This right is of a continuing nature and the Township may seek such additional information even after the selection of a Successful Respondent has been made, but prior to execution of a Contract, to provide assurance to the Township that the Respondent is fully qualified to provide the Billing Services solicited under the RFP.

APPENDIX A

Affirmative Action/Prevailing Wage Requirements

AFFIRMATIVE ACTION/PREVAILING WAGE

As required by NJ.SA.34: 11-56.27 - 11-56.30, all persons working on this project are to be paid the prevailing wage rate as stated below. These rates have been determined by the Commissioner of Labor of the State of New Jersey. In the event it is found that any workers employed by the Respondent have been paid a rate of wages less than the prevailing wage, the Township may terminate the Respondent's rights to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. Respondent and his sureties shall be liable to the Township for any excess cost occasioned thereby.

Nothing in this RFP or the Services Agreement shall be construed as prohibiting the payment of more than the prevailing wage rate to the workers employed on this project.

The Respondent shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to every worker employed by him in connection with this project. The Respondent shall submit a certified payroll record to the Township each payroll period within ten (10) days of the payment of wages. The Township shall receive, file and make the filed payroll record available for public inspection during normal business hours. Such records shall be preserved for TWO (2) years from the date of payment. Records shall be open at all reasonable hours to the inspection of the Township and to the Commissioner of Labor of the State of New Jersey.

Affirmative Action Plan Compliance

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with NJ.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4;
- i. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with NJ.A.C. 17:27.

Additionally, during the performance of the Services Agreement in this matter, the Respondent agrees as follows:

a. The Respondent, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The Respondent, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

c. The Respondent, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and

d. The Respondent, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

e. The Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

f. The Respondent agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Respondent agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. The Respondent agrees to review all procedures relating to the transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The Respondent shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to sub-chapter 10 of the Administrative Code (N.J.A.C.17:27).

(Note: To be typed on Respondent's Letterhead. The Township will accept no modifications to the language in this letter).

FORM C-1

RESPONDENT INFORMATION/COVER LETTER FORM

Date: _____

Respondent: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Business Entity (Corporation, Partnership, Joint Venture, Other): _____

A. GENERAL (APPLICABLE TO ALL RESPONDENTS):

In submitting this RFP, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the RFP):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and, if selected, will carry out all of the duties and obligations set forth in such RFP.

(b) All information submitted in response to the RFP is accurate and factual and all representations made regarding the Respondent's willingness to provide the required Services are true and correct.

(c) The name and title of the individuals who the Respondent's technical and business employees will be responsible for preparing the Response and responding to questions are:

2. Except to the extent expressly set forth on the attachment hereto (if applicable) there have been no material changes in the financial status of the Respondent since the date of the most recent financial data submitted herein and such financial information and data fairly and accurately reflects the financial position of the Respondent as of the date of submission of the Response.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations as proposed in the Respondent's Response.

4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations as contained in the Respondent's Response. The execution of a Contract, and the performance of all obligations there under have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any Applicable Laws which regulate the conduct of the Respondent's affairs. The execution of a Contract and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any

agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, the Contract will constitute the valid, legally binding obligations of the Respondent, enforceable in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Respondent of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of the Respondent's Response and/or the subsequent Contract, or any other agreement or instrument entered into by Respondent in connection with the transaction contemplated hereby.

6. The Response is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent.

7. The Respondent agrees to participate in good faith in the procurement process as described in the RFP.

8. The Respondent acknowledges that all costs incurred by it in connection with this submission or any negotiation which results there from shall be borne exclusively by the Respondent.

9. The Respondent hereby acknowledges receipt of Addenda numbers ___ through ____ .

By: _____
(Name of Respondent)

(Signature)

(Name and Title)
(Seal)

FORM C-2

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State Law, corporate and partnership Respondents shall submit a statement of names and addresses of all stockholders in the corporation or partnership owning 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The Disclosure shall continue until names and addresses of every known corporate stockholder and individual partner, exceeding the 10% ownership criteria is listed. If the Respondent is neither a corporation nor a partnership, he shall so attest in the space provided below:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____

(Signature of President or duly authorized Officer)

(Date)

(Name of Partnership or Corporation)

(Print Name and Title)

(Address)

(Seal)

ATTEST:

(Print Name and Title)

(Signature of Secretary or Assistant Secretary)

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE

If the Respondent is neither a Corporation nor a Partnership, please sign below.

(Signature of Owner) (Date)

FORM C-3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

:ss

COUNTY OF)

I, _____, of the City of _____, in the County
of _____, and the State of _____, of full age,

being duly sworn according to law on my oath, depose and say that I am _____

of the firm of _____, the Respondent making the Response for the performance of Services in accordance with the RFP and that I executed the Response with full authority to do so; that the Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Response; and that all statements contained in the Response and in this Affidavit are true and correct, and made with full knowledge that the Township relies upon the truth of the statements contained in the Response and in the statements contained in this Affidavit.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Respondent's selection as the Successful Respondent, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business (NJ.S.A.52:34-15).

(Name of Respondent)

By: _____
(Signature of Duly Authorized Representative)

(Print Name)

(Title)

Subscribed and sworn to
before me this
day of _____, 20 __ .

(Notary Public of New Jersey)

My commission expires _____, 20 __

FORM C-4

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to The Township of Little Falls or its authorized representatives to investigate and verify all information contained in the Response submitted herewith in response to the Request for Proposals, dated February 3, 2011, including financial and law enforcement information with respect to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all relevant records of said business entity in order to verify information contained herein.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent: _____

Respondent's Address: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FORM C-5

PROVIDER FEE/TOWNSHIP COST

The Respondent agrees that it will collect a Service Cost from the Township as a percentage of funds collected (NOT of charges billed), in connection with the Services in the following amounts:

Year 1: _____%

Year 2: _____%

Year 3: _____%

By: _____
(Name of Respondent)

(Signature)

(Name and Title)
(Seal)