



**Specifications and Contract
Documents for
EMS Revenue Recovery
Service**

CITY OF MORaine, OHIO

MONTGOMERY COUNTY

2019

Invitation to Bid

**City of Moraine, Ohio
4200 Dryden Rd.
Moraine, Ohio 45439-1495
Administrative 937-535-1000**

Fax 937-535-1275

Bid Description: Emergency Medical Service Revenue Recovery

Bid Opening July 25, 2019 Time: 10:00 A.M.

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

NAME AND ADDRESS MUST APPEAR BELOW

Submitted by:

Company Name: _____

Federal Tax I.D. No: _____

Street Address: _____

P.O. Box: _____

City: _____

State: _____

Zip Code: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Is your company able to accept credit cards: YES ____ NO _____

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LEGAL NOTICE ADVERTISEMENT FOR BIDS

The City of Moraine will receive sealed bid proposals for Emergency Medical Services Revenue Recovery Services until 10:00 AM EDT on July 25, 2019, at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio. 2

Copies of the Invitation to Bid, specifications, proposal and contract forms are available at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio 45439.

The proposals must be made on the forms provided in the Invitation to Bid, or a copy thereof.

The City of Moraine reserves the right to accept or reject any or all proposals; to waive any informalities or irregularities in the bids received and to award the contract to the lowest, responsible and responsive bidder whose proposal is deemed most favorable to the City of Moraine.

Michael Davis

Acting City Manager

Dayton Daily News
Advertised July 3 & 10, 2019

CITY OF MORaine, OHIO

INSTRUCTIONS FOR SUBMITTING BIDS

1. The original bid response must be submitted in a sealed envelope (envelope means any type of sealed, opaque container) with the bid description clearly marked on the outside of the envelope. If bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid description must be listed on the exterior of the sealed envelope contained within the "Express" mailer). Failure to submit the bid in a sealed envelope without the bid description clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.

2. The original bid response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to the City of Moraine, Attn: Fire Chief prior to 10:00 a.m., on the scheduled day of opening as listed on the Invitation to Bid (ITB). All bids will be time/date stamped upon receipt by the City of Moraine, and such shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids may be submitted or delivered to the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio 45439-1495. Delivery to any other location does not constitute bid being received by the City of Moraine. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, Monday through Friday (8 a.m.-5 p.m.), excluding recognized holidays. **Bids with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to the City of Moraine. Bidders using "express mail" or similar types of service should verify with the service as to which address is required to ensure proper delivery of the response to the City of Moraine. The City will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.

3. The original bid response must be properly completed, signed by the bidder, and accompanied by one copy of the necessary supportive documentation, including the executed non-collusion affidavit. The original bid response must contain an authorized original signature of the bidder on the signature page.

4. Any bid received after 10:00 a.m. on the scheduled day of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be made available for pick-up if requested. Bidders should allow sufficient time for mailing their bids to ensure delivery to the City of Moraine prior to the opening time and date. The City will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

5. In order to protect the integrity of the bidding process, bids shall not be prepared, completed, or altered on the premises of the City of Moraine. Any bid which is prepared, completed, or altered on the premises of the City of Moraine shall be immediately disqualified and receive no further consideration for award.

6. A copy of the ITB may be obtained by visiting the City of Moraine administrative offices during regular business hours or **Electronic copies may be supplied upon request or by visiting the City of Moraine Web Site.**

7. Bids shall be publicly opened, at the City of Moraine starting at 10:00 a.m. on the scheduled date of opening. All bids will be opened and reviewed. Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the City of Moraine. To prevent delays in evaluating bids and awarding contracts such requests for recently opened bids will be honored within a reasonable amount of time.

8. Any pre-bid questions or inquiries must be submitted in writing to the Office of the Fire Chief and received no later than Five (5) business days before the scheduled opening date. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. Pre-bid questions can be faxed to the City at the number listed on the front page. All pre-bid inquiries must have the following information:

The name of sender,
Company name,
Phone number,
Opening date,
Bid Description,
A detailed description of the question,
Any other pertinent information.

Bidders are not to contact any other office for responses to pre-bid questions. Responses by the City to pre-bid questions or inquiries will be in writing and provided to all bidders.

GENERAL DEFINITIONS

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. **AGENCY:** City of Moraine, Ohio.

2. **AUTHORIZED DISTRIBUTOR:** The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment, or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities, and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.

3. **BIDDER:** The company and/or authorized representative of the company who has signed and is submitting the signed bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.

4. **EQUIPMENT:** Items, implements, and machinery with a predetermined and considerable usage life.
5. **INVITATION TO BID/CONTRACT:** All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation of the bidder's response, the Invitation to Bid then becomes the contract between the City of Moraine and the successful bidder and which the laws of the State of Ohio govern.
6. **INVOICE:** An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.
7. **LOWEST RESPONSIVE/RESPONSIBLE BIDDER:** A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct, and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.
8. **MATERIALS:** Items or substance of an expendable or non-expendable nature from which something can be made, improved, or repaired.
9. **PURCHASE:** To buy, purchase, installment purchase, rent, lease, lease purchase, or otherwise acquire equipment, materials, supplies, or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies, or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
10. **SERVICES:** The furnishing of labor, time, or effort by a person not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.
11. **SPECIFICATION:** Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.
12. **SUPPLIES:** Provisions and items normally considered expendable or consumable.
13. **UNBALANCED:** Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the City of Moraine, or if such unbalanced prices are contrary to the interest of the City.

14. **VENDOR:** The bidder who, upon awarding of a contract, becomes the prime vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

STANDARD TERMS AND CONDITIONS

1. **HEADINGS:** The headings used in this Invitation to Bid (hereinafter referred to as an "ITB") are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB standard terms and conditions shall prevail.

2. **GOVERNING LAW/SEVERABILITY:** The ITB, award and the agreement entered into with the successful bidder (hereinafter referred to as "the Contract") are governed by the laws of the State of Ohio. If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.

3. **INFORMATION REQUESTED:** Bidders shall furnish all information as requested in the ITB. Additional information, necessary for evaluation of the bid, may be attached to the bid and shall be properly identified as being part of the bid. The City of Moraine reserves the right to request literature, or other documentation for clarifications, although such may not have been set forth in the ITB. Failure to provide required information may render the bid invalid.

4. **SAMPLES REQUESTED:** When requested, samples shall be furnished at bidders' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by bidder's name, the bid number, corresponding item in the bid and bid opening date. The City of Moraine acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by authorized representative of manufacturer, listing the named distributors for whom the samples are provided. Any bidder not appearing on this listing and who has failed to furnish requested samples shall be considered non-responsive. Unless otherwise stated, any sample submitted with the bid shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the bid. When requested in writing, samples not destroyed in testing, shall be returned at the bidder's expense. Samples not so requested shall become the property of the City of Moraine. Unsolicited samples which are submitted, shall be at the bidder's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. The City of Moraine reserves the right to request samples although such may not have been set forth in the ITB.

5. **USE OF BRAND NAMES IN ITB:** Brand name, trade name, manufacturer's name, or catalog number ("brand names") listed in the ITB is used only for the purpose of description and to establish a base level of quality. Any item offered, which contains components of equal or better quality, will receive consideration for potential award. Equivalency is determined by whether the

item bid is either functionally and qualitatively equal or identical to the specification to which the equivalency standard applies. Bidders are required to list any and all deviations from the bid specifications. The City of Moraine reserves the right to reject any items listing deviations which it considers to be of less quality and which may result in providing the bidder with an unfair advantage over other bidders. When applicable, bidders shall be required to state brand names etc. of products being offered in their bids. If brand names are not indicated in the bidder's response, the City of Moraine shall consider the response to be offering the brand name listed in the ITB. Changes or alterations to brand names may not be permitted after the opening of the bid unless the City of Moraine or designee gives prior written approval. When applicable, failure of any successful bidder (hereinafter referred to as the "vendor") to provide the brand name product, as set forth in the Contract, will be deemed a breach which may result in the immediate cancellation of the Contract and assessment of any costs the City of Moraine may incur when replacing these items.

6. **UNIT PRICE GOVERNS:** The unit price governs the award unless otherwise specified in the ITB. The unit price must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual unit price shall be deemed non-responsive. Lot prices listed in the unit price area shall be considered as the unit price unless clearly identified as the lot price. Any request to change or alter the price after opening of the bid shall not be allowed. Bidders should review bid pricing carefully, as once a contract is awarded; the vendor shall be required to deliver the goods or services at the prices quoted. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid or payment thereof.

7. **BIDS FIRM:** Once opened, all bids are firm and cannot be altered. Once a contract is awarded, the vendor shall deliver at the prices and terms quoted. The City of Moraine shall receive the benefit of any decrease in price during the guaranteed price period. Unless otherwise stated, all bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.

8. **MODIFICATION OF BIDS:** A bidder may request to modify their bid response prior to the scheduled date and time set for bid opening. If changes or alterations are made to the bid response, the original information must be lined or blurred out with the new information inserted. All changes, connections, or alterations must be legible and initialed by the bidder. Illegible modifications shall result in disqualification of the items. Failure of the bidder to initial any such modifications may result in disqualification of the items which have been modified. The City of Moraine reserves the right to request written certification from the bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting contract. All documents relating to the modification shall be made a part of the bid file.

9. **WITHDRAWAL OF BIDS:** **Prior to the scheduled time and date for opening:** A bidder may, by written notice to the City of Moraine, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening,** a bidder may request to withdraw their bid response from consideration if the price bid is substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the bid price being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid.

Written notice of any such request to withdraw must be received within two days after the bid opening date. All requests to withdraw a bid must be placed in writing to the City of Moraine and no bid may be withdrawn without written approval from the City of Moraine. The decision to allow a bid to be withdrawn is at the sole discretion of the City of Moraine. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file.

10. **TAXATION:** The City of Moraine is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. The City of Moraine does not agree to pay any taxes on commodities, goods, or services acquired from any vendor.

11. **REJECTION OF ANY/ALL BIDS:** The City of Moraine reserves the right to accept, or reject, any or all bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided however, that the City of Moraine determines that this does not affect the amount of the bid or result in a competitive advantage to the bidder.

12. **AWARD:** The Contract shall be awarded to the lowest, best, responsible and responsive bidder who meets or exceeds the requirements specified in the ITB. Unless otherwise stated, the Contract may be awarded, at the sole discretion of the City of Moraine, as a whole or in part. Bidders may offer cash discounts for prompt payment of invoices; however, such discounts will not be used in determining the final net prices offered. The City of Moraine may take advantage of such discounts, if offered. The City of Moraine shall award Contracts within a reasonable period of time after the bid opening. The City of Moraine reserves the right to extend all term contracts 30 days beyond the contract expiration date.

13. **DISQUALIFICATION OF BIDDERS:** Any of the following, non-exclusive reasons may be considered as being sufficient for the disqualifications of a bidder and the rejection of their proposal:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence of collusion among bidders.
- C. Bid prices which are in the City of Moraine's opinion unbalanced.

14. **CREATION OF THE CONTRACT:** A contract is created between the vendor and the City of Moraine when the City Manager accepts the competitive bid and acknowledges the acceptance in writing and City Council enacts legislation approving the contract award. The contract shall become operational only when either a purchase order has been issued to the awarded vendor. The contract shall contain all the terms and conditions of this ITB, as well as the accepted responses in the bid proposal, except that no responses may change or alter the terms and conditions of this ITB.

15. NON-ASSIGNMENT OF INTEREST: The vendor shall not assign any interest, duty or right under the Contract, in whole or in part, without prior written approval from the City of Moraine.

16. PURCHASE ORDER: The City of Moraine is not obligated to purchase any goods or services provided by the vendor as a result of the award of the contract to the vendor. The City may require that an official Moraine purchase order must contain approval signatures of the City Manager and Finance Director and Director of a Department or Division Head. The approved purchase order shall authorize the vendor to provide goods or services listed on the order and will obligate the City of Moraine to pay for such goods or services upon completion of delivery or performance of service by the vendor. Any order placed, not using an approved Moraine purchase order shall not be considered a valid order and may result in denial of payment and/or return of goods at the vendor's expense.

17. DELIVERY/FREIGHT CHARGES: Unless otherwise stated, the City of Moraine shall not be responsible for freight or delivery charges. Prices are to be based upon the products or services being offered F.O.B. destination, freight prepaid by the vendor to the locations set forth in the ITB or as listed on the purchase order issued pursuant to any contract awarded. Any shipment marked C.O.D. shall be rejected and returned at the vendor's expense.

18. DELIVERY/INSPECTION AND ACCEPTANCE: Upon delivery of the product/service, the City of Moraine retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, the City of Moraine shall notify the vendor for removal/replacement of the product or service. The City of Moraine shall retain all rights and remedies as described herein. Wherein products ordered by the City of Moraine are delivered to a facility, which is not owned by the City of Moraine and where the City has contracted with this facility to take delivery of products ordered by the City of Moraine, acceptance will occur when the products have been inspected and accepted by the City of Moraine within a reasonable amount of time after delivery to the facility. The City of Moraine shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

19. DELIVERY/TITLE TO THE MERCHANDISE: Title to the products passes to the City of Moraine upon inspection and acceptance of the products. The City of Moraine shall approve and process payment for the products upon passing of the title.

20. LATE DELIVERY CHARGE: The vendor shall be responsible for any and all damages for noncompliance with the delivery schedules set forth in the ITB or any awarded contract. The vendor shall be required to make delivery of the product or service in accordance with the terms of the contract and/or as stated on the Purchase Order. Unless prior approval to extend the delivery date has been granted to the vendor, by the ordering agency, any failure to meet the scheduled delivery date may result in the vendor being assessed a late delivery charge of 1 % of the value of the Purchase Order or \$50, whichever is less, for each calendar day beyond the scheduled delivery date. (Delivery to the City of Moraine must be made Monday through Friday, except holidays). If such delay is caused by the City of Moraine, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole discretion of the City of Moraine.

Continued failure to meet scheduled delivery dates may result in the vendor being found to be in default.

21. INVOICING:

A. Invoice Submission: The vendor shall submit a proper invoice for goods provided or services performed under the same company name and Federal tax identification number used at the time the Invitation to bid was submitted and subsequently accepted. A proper invoice shall be submitted directly to the City of Moraine's Finance Department billing office as indicated on the purchase order within thirty (30) calendar days after receipt of goods or services, or risk being in breach of contract. A proper invoice means receipt of both (a) an invoice as defined under the general definitions section of this Invitation and (b) the purchased equipment, materials, goods, supplies, or services, both of which shall be free of defects, errors, discrepancies, and other improprieties. The City of Moraine is in receipt of a proper invoice as soon as it has such invoice and such purchased goods or services.

A proper invoice shall include but may not be limited to:

- 1) Vendor's name and address as designated in the Contract.
- 2) Vendor's Federal E.I. number.
- 3) Invoice remittance address as designated in the Contract.
- 4) The Purchase Order number authorizing the purchase of goods or services, where applicable.
- 5) Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Purchase Order.
- 6) Assessments for load limit violations, non-compliance with specifications, late delivery, and other necessary deductions have been properly applied, etc.

B. Defective Invoices: In the event the City of Moraine is in receipt of defective or improper invoices, the City shall postpone payment. Invoices shall be returned to the vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.

C. Payment of invoices: The City of Moraine shall make prompt payment for any goods or services acquired from the vendor. Upon receipt of a proper invoice, payment, subject to the foregoing provision and, unless otherwise stated, shall be made within thirty (30) calendar days. The City of Moraine will make payment to the same company name and Federal tax identification number awarded the contract and mail to the vendor address indicated in the response to the invitation. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the contract will not be permitted.

22. BREACH OF CONTRACT:

- A. Breach of contract includes, but is not limited to, when the vendor fails to perform its contract obligations or refuses to correct problems identified by department personnel or fails to perform with diligence and adequate force as required to complete the contract in a timely manner the vendor will be declared to be in breach of contract.
- B. The vendor shall be given a written notice of its breach of contract by the City of Moraine. This notice will clearly state the performance problems that need to be cured. The notice will be

sent certified or express mail

- C. The vendor shall commence its cure within ten (10) calendar days or within a time frame agreed upon by the parties or risk being defaulted. If the performance problems have not been cured or good faith efforts have not been made within either the ten (10) calendar day period or another agreed upon time frame, the City of Moraine may declare the vendor in default.
- D. In addition to other recovery, remedies, and damages available to the City of Moraine at law or in equity, the City of Moraine may recover from a vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code incurred by the City of Moraine in promptly obtaining the conforming articles.

23. **TERMINATION:** This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

- 1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
- 2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
- 3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
- 4. Contractor's violation of any applicable federal, state, or local law applicable to the Project or Services required by this Agreement.
- 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

24. **FORCE MAJEURE:** Except as otherwise provided herein, neither the vendor nor the City of Moraine shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably

foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

25. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:** The vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The vendor further agrees that he/she is in compliance with the non-discrimination, affirmative action requirements of Ohio Revised Code Section 125.111.

26. **NON-APPROPRIATION OF FUNDS:** It is understood that the City of Moraine's funds are contingent upon the availability of lawful appropriations by the Moraine City Council. Subject to the applicable provisions of the Ohio Revised Code, the City of Moraine represents: that it has adequate funds to meet its obligations under any Contract awarded as a result of this ITB during the current fiscal year; that it intends to maintain any Contract awarded as a result of this ITB for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the Moraine City Council fails at any time during such Contract period to continue funding for any Contract awarded as a result of this ITB, the City of Moraine's obligations under such Contract are terminated as of the date that the funding expires without further obligation of the City.

27. **ANTITRUST:** The City of Moraine and the vendor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the City of Moraine. As consideration for the Award of the Contract, and intending to be legally bound, the vendor assigns to the City of Moraine all right, title and interest, to all claims and causes of action the vendor now has or may acquire under state or federal antitrust laws provided that the claims or causes of action relate to the goods or services that are the subject of the Contract, and except as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to the City of Moraine. Additionally, vendor warrants that any overcharges resulting from antitrust violations by vendor's first tier suppliers and sub vendors shall not be passed on to the City of Moraine.

28. **CANCELLATION:** Any contract awarded as a result of this proposal may be canceled by the City of Moraine after the expiration of sixty (60) days from the effective date of the contract by giving thirty (30) days prior written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the vendor do not comply with the terms/specifications in this invitation, the City of Moraine reserves the right to cancel this contract immediately.

29. **CANCELLATION FOR FINANCIAL INSTABILITY:** The City of Moraine may cancel this contract immediately by written notice to the vendor if a petition in bankruptcy or similar proceeding has been filed by or against the vendor.

30. **CANCELLATION:** Any contract awarded in error may be rescinded at the City of Moraine's discretion.

31. **INDEMNIFICATION:** The vendor shall defend, indemnify and hold harmless the City of Moraine, its employees, elected and appointed officials and agents for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the vendor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.

32. **CONFIDENTIALITY:** The vendor acknowledges that some of the information, documents, data, records, or other material provided by the City of Moraine during the performance of the Contract may be of a confidential nature. The vendor agrees that it will not disclose any information obtained by it as a result of the Contract, without written permission from the City of Moraine. Further, vendor agrees to make all reasonable efforts to ensure that its employees disseminate no such confidential information. The restrictions herein shall survive termination of the Contract. The vendor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated.

33. **CONFIDENTIAL DATA:** The City of Moraine reserves the right to request additional confidential information, including but not limited to financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, the City of Moraine agrees to retain such information as confidential to the extent permitted by law.

34. **DRUG-FREE WORKPLACE:** By virtue of the signature on the last page of this Invitation to Bid, the bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on City of Moraine property. Failure to comply may result in immediate termination of any contract awarded and the vendor will be subject to the provisions as set forth in Paragraph 22-Breach of Contract.

35. **WORKERS' COMPENSATION:** Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation.

36. **PROTEST PROCEDURE:** Pursuant to Ohio Revised Code Section 9.312, an apparent low bidder found not to be responsive or responsible shall be notified of that finding and the reasons for it. The notification shall be given in writing and by certified mail.

Bidder shall have five (5) calendar days after receipt of notification to file a written protest. The City of Moraine shall meet with the apparent low bidder or bidders at their option upon the filing of a timely written protest.

No final award shall be made until the City of Moraine either affirms or reverses its earlier determination.

37. **TIE BID PROCESS:** If two or more bids offer the same unit price and are determined to be responsive and responsible, the City of Moraine will break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items. If a tie still exists, the City of Moraine may repeat this process or look to past or current performance in order to secure the item or items. The City of Moraine will not allow a tie bid situation to otherwise unnecessarily delay a potential award.

38. **DEVIATIONS:** Statements or modifications that deviate from the Invitation's terms, conditions, specifications and requirements (such as altering delivery, changing F.O.B., price list subject to change, etc.) may render a prospective vendor's bid non-responsive if the City of Moraine determines that the deviation or modification affects the amount of the bid or results in a competitive advantage for the bidder.

39. **FINDING FOR RECOVERY:** The Vendor affirmatively represents to the City of Moraine that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the City of Moraine hereunder shall be immediately repaid to the City, or an action for recovery may be immediately commenced by the City of Moraine for recovery of said funds.

40. Any notice or other communications required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivered by a reputable courier or delivery service, such as Federal Express, which can provide confirmation of delivery.

MANDATORY SERVICE SPECIFICATIONS AND REQUIREMENTS

The City of Moraine (City) is seeking bids for an Emergency Medical Services Revenue Recovery Program. We are accepting bid proposals from highly experienced and professional agencies for the billing, collection and accounting of the Emergency Medical Services Revenue Recovery Program.

Only the City's Finance Director or Fire Chief will approve billing adjustment's, write-offs or changes to accounting policies or procedures

All medical transports will be billed as follows:

1. Non-residents would be billed for the full amount of the invoice.
 - a. Non-residents could receive up to three invoices for amounts not covered by their insurance. If no payment is received at the end of the billing cycle, then the claim is dropped.

2. Uninsured residents would not be billed.
 - a. Uninsured residents will not receive any correspondence.
3. Insured residents would be billed for insurance coverage only.
 - a. Residents may expect to receive two letters, a letter requesting additional insurance information and/or an Explanation of Benefits (EOB).

The City desires the most thoroughly engineered and acceptable service available. The following specifications outline the minimum requirements of the proposed service. They are provided to assist bidders in understanding the objectives of the City and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the "spirit" of the listed requirements, but shall note that the proposed service which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. The successful bidder shall provide:

1. Describe the business structure of your company. (Corporation, LLC, partnership, etc.)
2. Identify the cost your company will charge the City for EMS transport billing services.
3. Identify your policy and process to generate maximum amount of collections. What options do patients have to make payments? Debit card, credit card, electronic fund transfer, check and or cash. The City shall not incur any charges or loss of partial collections associated with payment selection.
4. Contract should be for a term of two (2) years with an option to the City to extend the contract for two (2) additional terms of one (1) year each with thirty (30) day notice prior to the end of the term. Proposals shall list cost for the initial term and the two (2) optional terms.
5. The vendor shall initiate the EMS billing process (processing claims) no later than January 1, 2020.
6. State and detail any additional fees/charges that your company will charge the City, start-up fees etc. Describe and price any additional services available (i.e. purchase of hardware and software). Vendor will be responsible for all incidental cost for the life of the contract.
7. Provide a detailed timeline as to how your company will implement EMS revenue recovery services in the City. Provide a timeline that begins upon notification of contract award through the estimated date that the City will commence sending claims to your company.
8. The City requires the vendor shall have a minimum of Three (3) years of EMS Transport Billing experience. The vendor will provide a history of the three nearest transport agencies that use their services.
 - a. Identify Company Profile and background
 - b. Location of company Headquarters

- c. Local Office of Vendor – Nearest office to Moraine
 - d. Company's primary business
 - e. Legal make-up
 - f. List any lawsuits currently involved in
 - g. Key personnel Information
 - h. Principal customer service representative your company will assign to the City. Please provide background information on this employee and their experience with EMS billing
9. Guarantee daily claim filing, with electronic billing capacity utilizing Medicare, Blue Cross/Blue Shield, Medicaid, and all other healthcare networks.
 10. Follow recommended practices established by the OIG's Compliance Program Guidance for Third-Party Medical Billing Companies and follow any and all Federal, State, and Local laws and standards related to EMS billing. The vendor shall be 100% compliant in all phases of billing.
 11. Follow the Payment Card Industry Data Security Standard (PCI DSS) if applicable.
 12. Electronically integrate with the City's current EMS RMS software or any future EMS RMS software that the City may implement for downloading EMS documents for billing. This shall be completed in the first two (2) months of the life of the contract. Also be capable of gathering all needed billing information from the written EMS run reports (original hard copies) if required. Data transmission must be reliable and secured from the following but not limited to: disruption, Health Insurance Portability and Accountability Act (HIPAA) breach, or any unauthorized data release, etc.
 13. The vendor must demonstrate their ability to electronically integrate with area hospitals to receive required billing data.
 14. Billing Agency must use multiple databases and resources to obtain billing insurance information on private pay patients
 15. Must be able to separate City residents from non-residents.
 16. Provide pre-collection activities on accounts to significantly reduce accounts being deemed "uncollectible".
 17. The vendor shall be responsible for reimbursement to the City for all bank lock box account fees. The City of Moraine currently has the proceeds from EMS billing automatically deposited into a "Lock Box" account with Huntington National Bank.
 18. Guarantee the ability to define EMS specific reports: general ledger accounts for cash, accounts receivable, general adjustments, write-off, charges, client summary, ALS vs. BLS, hospital destinations, mileage totals, etc.

19. Provide Finance and Fire Administration with unrestricted access to review or create daily, weekly, monthly, and yearly reports. Reports must be in a common format agreed upon by City and Vendor (Excel, PDF etc.)
 - a. Vendor to provide a list of available reports
 - b. Vendor to provide copies of the most popular/common reports.
 - c. Monthly reconciliation reports are of special interest and need.
 - d. Other Reports may be requested on as needed basis.
20. Provide an audit system designed specifically for the EMS accounts so all information is made available to the City to monitor billing activities and accounts receivable at the discretion of the Fire and Finance Department. Audits will be completed and meet nationally accepted standards and requirements. The vendor shall complete an annual audit, SAS70 Level 1 and Level 2. Vendor must be responsive to inquiries by the State Auditor made through the City of Moraine.
21. Billing Agency must have a SSAE-16 audit.
22. Billing Agency must have a compliance Department that handles audits for clients.
23. Accept responsibility for all EMS consumer billing inquiries and retrieval of medical records on normal business days (Monday-Friday) from 8:00 am to 8:00 pm EST/EDT.
24. The billing agency should record all phone calls.
25. The billing agency must provide access to view patient accounts to print an itemized statement to view detail.
26. Accept responsibility for all EMS consumer complaints and compliments and provide this information to the City's Fire Division Administration within two working days.
27. The billing agency may be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop.
28. The billing agency must provide revenue forecasting and projections for the City of Moraine.
29. The billing agency will be expected to discuss monthly with the City of Moraine to review performance, identifying among other issues, strengths, weaknesses and opportunities of the performance.

NON-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

_____. Being first and duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, secretary) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 2019.

Notary Public
My commission expires: _____

FORM OF CONTRACT

THIS AGREEMENT, entered into effective this ____ day of ____, 2019, by and between the City of Moraine, Ohio, hereinafter called the "City", and _____ hereinafter called the "Vendor."

WITNESSETH: That the said Vendor has agreed and by these presents does agree, with the said City for the Unit Price(s) set forth in the Vendor's Bid, to furnish all the materials and do all the work of whatever kind necessary to complete, in a good substantial and workmanlike manner, ready for use, and in strict accordance with the terms and conditions constituting the Invitation to Bid and subject to said specifications contained therein, to deliver the following item:

Emergency Medical Services Recovery

In strict accordance with all provisions set forth therein, for the prices set forth in the Bid Sheet submitted in accordance with the Invitation to Bid.

The City of Moraine

By: _____
Acting City Manager

Dated: _____

Approved as to form:

Law Director

Name of Vendor

Signature and Title

Dated: _____

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer for the City of Moraine, Montgomery County, Ohio, I hereby certify

that funds in the amount of \$_____

have been lawfully appropriated for the purpose of meeting the obligations of this contract with duly

authorized by Resolution No. _____ as approved by the City of Moraine Council,

Montgomery County, Ohio, and that they are in the treasury or in the process of collection to the

credit of the _____ free from any previous encumbrances.

Signed this _____ day of _____ 2019.

Fiscal Officer

Finance Director for the City of Moraine
County of Montgomery, State of Ohio.

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO
COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of _____
_____ for
(Name of Entity)
a contract for _____
(Type of Product or Service)

to be let by the City of Moraine, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **Individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **Individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a. myself;
 - b. any partner or owner of the partnership or other unincorporated business (if applicable);
 - c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d. any trustee of the trust (if applicable);
 - e. any administrator or executor of the estate (if applicable);
 - f. any owner of more than 20% of the corporation or business trust (if applicable);
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
2. That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a. myself;
 - b. any partner or owner of the partnership or other unincorporated business (if applicable);

- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any trustee of the trust (if applicable);
- e. any administrator or executor of the estate (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
- j. Any combination of persons identified in (a) through (i) of this section;

3. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made on or after April 4, 2007 (Section 631.05, Amended Substitute Ohio House Bill 119)

Request for Taxpayer Identification Number and Certification (Form W-9)