

# **TOWNSHIP of WILLINGBORO**

RFP # 1-2024R

REQUEST FOR PROPOSAL

FOR

## **THIRD PARTY BILLING SERVICES EMERGENCY MEDICAL SERVICES**

PROPOSAL OPENING Thursday, February 29, 2024 @ 10:00 A.M.



All bids should be submitted to:  
Township Clerk  
Township of Willingboro Municipal Complex  
1 Rev. Dr. M. L. King, Jr. Drive  
Willingboro, New Jersey 08046

**Willingboro Township, Burlington County, State of New Jersey**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by the Township of Willingboro by **10:00 A.M., Thursday, February 29, 2024**. Received bids will be opened and read in public on **Thursday, February 29, 2024**, at the Township of Willingboro Municipal Complex, 1 Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey 08046.

The Township of Willingboro is seeking qualified and proven agencies for **RFP # 1-2024R THIRD PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES**.

Specifications, instructions, and proposal forms are on file in the Township of Willingboro Municipal Complex, 1 Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey 08046. Bid packages may be obtained during normal business hours, 8:30 a.m. to 4:30 p.m. and also online [RFP/RFQ/Bids | Willingboro Township, NJ \(willingboronj.gov\)](https://www.willingboronj.gov).

Submission of Proposals: All proposals must be submitted on the proposal forms approved and provided within the RFP packet according to the RFP specifications to be considered. Contractors are to provide one (1) clearly sealed envelope containing 3 copies of the RFP proposal; (1) clearly marked ORIGINAL, one (1) marked COPY, and one electronic copy on a USB drive. Please have each item on the checklist color tabbed and numbered in your RFP packet for a more time-efficient packet review.

Bids shall be submitted in the manner designated above and as required in the specifications, enclosed in a sealed envelope clearly marked "**EMERGENCY MEDICAL SERVICES -THIRD PARTY BILLING**" and addressed to the Township Clerk, Township of Willingboro Municipal Complex, 1 Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey 08046. The bid shall be plainly marked on the outside with the name and address of the bidder.

Late proposals will be automatically rejected and returned unopened.

Bidders are required to comply with the requirements of Affirmative Action N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. All bidders must submit a copy of their New Jersey Business Registration Certificate (BRC) with their bid pursuant to N.J.S.A. 52:32-44.

**TOWNSHIP OF WILLINGBORO**

**TABLE OF CONTENTS**

A. GENERAL INFORMATION TO BIDDERS

- 1. Specifications .....4
- 2. Intent of Contract Documents .....4
- 3. Headings .....4
- 4. Exceptions .....4
- 5. Knowledge of Conditions and Requirements .....4
- 6. Bids to be Submitted on Forms Provided .....4
- 7. Submission of Bids .....5
- 8. Award of Contract .....6
- 9. Start Work .....6
- 10. Laws, Ordinances, and Regulations .....6
- 11. Payment .....6
- 12. Payment Withheld .....6
- 13. Right to Declare Contractor in Default .....7
- 14. Hold Harmless .....8
- 15. Liquidated Damages .....8
- 16. Transitional Period .....8
- 17. Challenge .....8
- 18. Disclosure of Contributions Requirements .....8

B. INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS...9

- 1. Interpretation and Addenda .....9
- 2. Insurance and Indemnification .....10
- 3. Pricing Information for Preparation of Bids .....11
- 4. Statutory and Other Requirements .....11
- 5. Method of Contract Award .....13
- 6. Causes for Rejecting Bids .....13
- 7. Termination of Contract .....14

C. DETAILED SPECIFICATIONS .....15

D. REQUIRED FORMS

- 1. Official Bid Form .....19
- 2. Affirmative Action Questionnaire .....20
- 3. Mandatory Affirmative Action Language .....21
- 4. Non-Collusion Affidavit .....23
- 5. Contract Sheet .....24
- 6. Corporate Disclosure Statement .....25
- 7. Sexual Harassment Statement .....26
- 8. Disclosure of Investment Activities in Iran .....27
- 9. Enclosure Check Off .....28

## **A. GENERAL INFORMATION TO BIDDERS**

### **1. Specifications**

Those desiring to submit bids will find included herewith specifications and bid proposal forms. The specifications are to be considered as and shall form a part of the contract to be executed by the successful bidder. The time at which sealed bids will be opened publicly will be found in the published notice to bidders. Copies of the specifications may be obtained in person from the Township Municipal Building, 1 Rev. Dr. M. L. King, Jr. Drive, Willingboro, NJ, 08046. Monday through Friday, 8:30 a.m. - 4:30 p.m. or as specified in the Notice of Bidders.

### **2. Intent of Contract Documents**

The intent of this bid package is to provide the Township of Willingboro with quality products or services in a professional manner. It shall be understood that the bidder has satisfied himself as to the complete requirements of the Contract and has predicated his proposal upon such understanding.

### **3. Headings**

The headings used throughout the Contract Documents are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.

### **4. Exceptions**

Any exceptions to specifications must be clearly noted, described, and initialed. The Township of Willingboro reserves the right to reject any bid that fails to note and specify exceptions or where exceptions noted and specified are found to be unacceptable by the agency and not necessarily the lowest bid submitted.

### **5. Knowledge of Conditions and Requirements**

At the time of the opening of the sealed bids, each Bidder will be presumed to have read and to be thoroughly familiar with the Specifications, Bidders Instructions, and documents referenced therein. The failure or omission of any Bidder to receive or examine any form, instrument or document, or to acquaint themselves with conditions existing, shall not relieve any Bidder from any obligation with respect to its bid.

### **6. Bids to be Submitted on Forms Provided**

Bids must be submitted on the forms provided and attached to the specifications. All blank spaces on the bid proposal forms, except as otherwise noted, must be filled in and no change shall be made in the phraseology of the proposal or of the items mentioned therein. All information that may be requested of the bidder in any part of these specifications shall be included with his proposal.

### **7. Submission of Bids**



- a) Each bidder shall submit **one (1) original and two (2) additional sets of their sealed bid enclosed in a sealed envelope bearing the name and address of the Bidder, the title and number of the bid, and the date of the bid opening.**
- b) If mailed, the sealed bid must be received prior to the time stated for the public opening in the Notice to Bidders. The Township will not be responsible for late mail deliveries and **no bids will be accepted if received after the time stipulated in the Notice To Bidders.**
- c) Sealed bids forwarded to the Township of Willingboro before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- d) All prices and amounts must be written in ink or preferably typed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township of Willingboro. Any changes, whiteouts, strikeouts, etc. in the bid must be initiated in ink by the person signing the bid.
- e) Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
  - i. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - ii. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - iii. Bids by sole-proprietorship shall be signed by the proprietor.
  - iv. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
  - v. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
    - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty, and
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

f) Bidder should consult the statutes or legal counsel for further information.

## **8. Award of Contract**

The contract will be awarded within sixty (60) days of the opening of the sealed bids, to the lowest responsible bidder complying with the terms and conditions of the Bid Documents. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Specifications, and to award any or all of the items specified and listed in the proposal.

## **9. Start Work**

Service shall commence, and/or goods delivered at the direction of the Township and upon receipt of notification. Any and all required paperwork must be completed, submitted and approved prior to the start of work.

## **10. Laws, Ordinances and Regulations**

The Contractor shall comply with all federal, state, county and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, either with respect to hours or labor or otherwise, and all such orders or regulations of any official or agency having jurisdiction or authority over the same.

## **11. Payment**

No payment will be made unless duly authorized by the Township authorized representative and accompanied by proper documentation. The Contractor shall deliver detailed invoices to the Township of Willingboro who will then make payment to the Contractor upon verification and approval thereof as authorized.

## **12. Payment Withheld**

The Township of Willingboro may withhold payment as may be necessary to protect the Township of Willingboro from loss because of:

- (a) Defective product or service not corrected.
- (b) Claims filed or reasonable evidence indicating probability of filing claims.
- (c) Damage to another Contractor, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.



### **13. Right to Declare Contractor in Default**

In addition to those instances specifically referred to in other Sections herein, the Township of Willingboro shall have the right to declare the contractor in default of the whole or any part of the Contract in the happening of anyone or more of the following events:

1. The Contractor becomes insolvent;
2. The Contractor makes an assignment for the benefit of creditors;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. The Contractor fails to commence service, and/or deliver goods, when notified to do so by the Township of Willingboro;
5. The contractor abandons said service and/or delivery of goods;
6. The contractor refuses to proceed with service and/or delivery of goods when and as directed by the Township of Willingboro;
7. The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;
9. The Township of Willingboro is of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance of the Contract;
10. The Township of Willingboro and attorney for the Township of Willingboro are of the opinion that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms;

The right to declare Contractor in default for any of the grounds specified or referred to in this section hereof, shall be exercised by sending the Contractor a notice, signed by the Township of Willingboro, setting forth the ground or grounds upon which such default is declared.

Upon receipt of such notice the contractor shall immediately discontinue all further operations under this Contract.

### **14. Hold Harmless**

The Contractor agrees to protect, defend and save harmless the Township of Willingboro and their authorized representatives from and against any and all costs, loss, expenses, liability, damages, including cost of defending any action on account of any injury or damage to the buildings, improvements of property of any person, firm, corporation, or association on account of any injury, including death, to any person or persons arising or resulting from the work provided for or



negligence of the Contractor, subcontractors, and his or their agents or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Agreement.

**15. Liquidated Damages**

Pursuant to N.J.S.A. 40A:11-19, any contract may include a provision for Liquidated Damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, of the terms and conditions of P.L. 1971c.198 (NJ.S.A.40A:11-1 et seq.).

**16. Transitional Period**

In the event the provision of goods or services ends by either contract expiration or termination, the Contractor shall continue all terms and conditions of said contract if requested by the Township of Willingboro for a period not to exceed thirty (30) days.

**17. Challenge**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Township of Willingboro or the award of a contract.

**18. Disclosure of Contributions Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19A:20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**B. INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS**

**1. Interpretation and Addenda**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township of Willingboro. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wished to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days, prior to the opening of the bids, pursuant to N.J.S.A. 40A:11-13. Challenges filed after that time shall be considered void and having no impact upon the contracting unit or the award of a contract. N.J.S.A. 40A:11-13 In the event the bidder fails to notify the

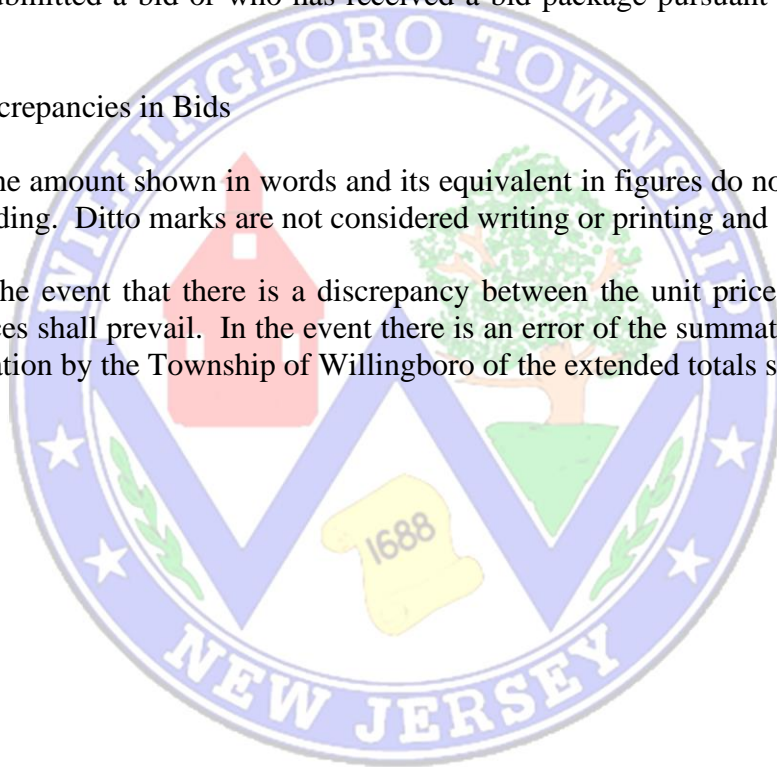
Township of Willingboro of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township of Willingboro's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township of Willingboro's interpretations or corrections thereof shall be final. When issuing addenda, the Township of Willingboro shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of Willingboro of the extended totals shall govern.



## **2. Insurance and Indemnification**

### **a. INSURANCE REQUIREMENTS**

#### **1. Worker's Compensation Insurance**

Workers compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

#### **2. General Liability Insurance**

General liability insurance shall be provided with limits of not less than **\$1,000,000.00** anyone person and **\$1,000,000.00** anyone accident for bodily injury and **\$500,000.00** for property damage and shall be maintained in full force during the life of the contract.

#### **3. Automotive Liability Insurance**

Automotive Insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$1,000,000.00** anyone person and **\$1,000,000.00** anyone accident for bodily injury and **\$500,000.00** for property damage, and shall be maintained in full force during the life of the contract.

#### **4. Other forms Of Insurance Required**

In the event that the bid is awarded, the bidder may be required to provide proof of any other insurance, ordinarily required by state and federal laws to provide third party billing services to a municipal emergency medical service provider.

### **b. CERTIFICATES OF THE REQUIRED INSURANCE**

1. Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Township of Willingboro as a certificate holder.
2. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Township of Willingboro as an additional insured.

### **c. INDEMNIFICATION**

Bidder shall identify and hold harmless the Township of Willingboro from all claims, suits or actions, and damages or costs of every name and description to which the Township of Willingboro maybe subjected or put by reason of injury to the person or property of another, or the property of the Township of Willingboro, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

### **3. Pricing Information for Preparation of Bids**

A. The Township of Willingboro is exempt from any local, state or federal sales, use or excise tax.

B. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

### **4. Statutory and Other Requirements**

**The following are mandatory requirements of this bid and contract.**

#### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

1. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A.10:5-31, et seq. The following information summarizes the full, required regulatory text, which is included in Section 4 of this bid specification.
2. Each contractor shall submit to the public agency, after notification of Award but prior to execution of a goods and services contract, one of the Following three documents:
  - a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);or
  - b) A photocopy of a Certificate of employee Information Report approval, in accordance with N.J.A.C.17-27-4;or
  - c) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C.17:27-4.

#### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township of Willingboro harmless.



### C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, the bidder shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

### D. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of their New Jersey business registration with the bid proposal. Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (NJ.S.A. 54:32B-I et seq.) on all sales of tangible personal property delivered into this State.

**Note:** The use of subcontractors to fulfill this contract is prohibited.

## 5. Method of Contract Award

A. The length of the contract shall be for a term of **two years**, which may be extended for one year each year or for two additional years with the approval of Township Council. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the approval of the Township of Willingboro, availability and appropriation of sufficient funds annually. Please see Section B.7 (E.) Termination of contract for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest responsible bid.

1. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
2. The Township of Willingboro may also elect to award the contract on the basis of unit prices.
3. In the case of equal or tie bids, the Township of Willingboro reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township of Willingboro with reference to the information submitted with the proposals.
4. If the Township of Willingboro is entertaining proposals, costs submitted will not be the only factor used in awarding a contract.
5. The form of contract shall be submitted by the Township of Willingboro to the successful bidder. Terms of the specifications bid package submitted shall prevail. The Township of Willingboro must formally accept bidder exceptions.

## 6. Causes for Rejecting Bids

A. Bids may be rejected for any of the following reasons:

1. All bids pursuant to N.J.S.A. 40A: 11-13.2;
2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple bids from an agent representing competing bidders;
4. The bid is inappropriately unbalanced;
5. The bidder is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
6. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township of Willingboro may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24(b))

## 7. Termination of Contract

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township of Willingboro shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of Willingboro of any obligation for balances to the contractor of any sum or sums set forth in the contract. Township of Willingboro will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township of Willingboro for damages sustained by the Township of Willingboro by virtue of any breach of the contract by the contractor and the Township of Willingboro may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due to the Township of Willingboro from the contractor is determined.

C. The contractor agrees to indemnify and hold the Township of Willingboro harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township of Willingboro under this provision.

D. In case of default by the contractor, the Township of Willingboro may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of Willingboro reserves the right to cancel the contract.

F. The Township of Willingboro may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

G. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor Disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, any obligations are transferred to that new party. In this event, the new party(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township of Willingboro.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township of Willingboro.

**EMERGENCY MEDICAL BILLING  
TOWNSHIP OF WILLINGBORO**

**C. DETAILED SPECIFICATIONS**

**1. Intent**

It is the intent of the Township of Willingboro to solicit proposals for third party billing services for emergency medical transport services. The bidder who submits a proposal for services that will be the most advantageous to the Township of Willingboro will be considered for a contract. It is the intent of these specifications to detail the successful bidders' duties, responsibilities and requirements and to instruct the bidder on any matters relating to the submission of a formal proposal.

**2. Questions**

Do not contact the Township of Willingboro until the complete bid package, including specifications, has been read. Should you have any questions regarding any element of this proposal package, please submit written inquiries in to the Clerk of the Township of Willingboro, in accordance with section B1 above.

**3. Bonding**

There are no requirements of bonding for this proposal.

**4. Post Award meeting**

A meeting will be held with the contractor who is awarded the contract and the appropriate representatives of the Township of Willingboro at a date and time to be determined by the Township of Willingboro. The purpose of this meeting will be to review procedures, answer questions, address key issues, and determine specific courses of action including the start date of this process. Attendance by the bidder awarded the contract is mandatory.

**5. Minimum Requirements of this Proposal**

- a) All bidders are required to read the complete package, and give special attention to the requirements for specified forms and signatures. Make sure you refer to the checklist at the end of this package to ensure compliance with all requirements. Failure to provide certain forms or signatures may render your proposal null and void, in accordance with New Jersey State law. Any omissions of specific information requested in this section may also be cause for rejection of your proposal.
- b) Bidders are required to be registered with the State of New Jersey as a business enterprise and possess, and provide, a valid Business Registration Certificate. Bidders must be licensed pursuant to N.J.S.A. 17B:27B-1 et seq. A copy of document letter titled "Approval of Application for Certification as a Third Party Billing Service" must be provided.



- c) The bidder must be knowledgeable and capable of timely electronic retrieval of patient care reports from emsCharts or the approved electronic prehospital medical record software program in use by the Township of Willingboro. Currently, emsCharts is the electronic prehospital medical record software program being used by the Township of Willingboro. This software program must be in place and implemented within five business days of the start date of services rendered by the successful bidder. The bidder will be responsible for incurring costs of the following modules of emsCharts during the entire contract:
- i. emsCharts Base Package
  - ii. emsCharts Mobile/Tablet
  - iii. CAD Import
- d) The bidder shall demonstrate an active compliance program that meets or exceeds CMS and HIPAA standards. This can be accomplished by submitting a copy of the CMS and HIPAA programs statement of compliance.
- e) The bidder shall include a descriptive narrative of the bidder's dunning process to fully understand the services to be provided.
- f) Copies of sample reports, invoices/statements that are presented to patients, late notice statements, and any communication documents with patients shall be included in the proposal. It is expected that personal information will be masked so as to protect the patient's privacy.
- g) The bidder will provide descriptive materials inclusive of plans, policies, procedures, standard operating guidelines that refers with dates for filing claims, number of invoices/statements to be submitted to patients, cash flow and depositing policy, write off/adjustment policies.
- h) Bidders are required to be familiar with and comply with all applicable local, state and federal laws, rules, regulations and ordinances associated with the services which are being proposed.
- i) Bidders are required to secure any and all licenses and permits necessary for the legal conduct and operation of the business related to this proposal. This includes processing information and services for New Jersey Department of Health licensing and provider applications for Medicare and New Jersey Medicaid.
- j) Bidders are required to adequately staff their place of business with trained, professional employees. Bidder will state number of employees, address of location where services will be performed, and the names and titles of the managerial staff. The Township of Willingboro reserves the right to perform on-site audits at any time.
- k) The bidder shall include a complete and accurate description of its own software and hardware specifications along with any commercial programs that are utilized to complete the billing process. Bidders may be required to have their staff utilize

specified telecommunications and computer equipment and software. In addition, bidder must demonstrate a safe, compliant, secure method on connectivity in the transmission and retrieval of data.

- l) The bidder shall submit a descriptive narrative of backup policies for software and hardware applications utilized in fulfilling the requirements of contract.
- m) The bidder shall submit a list of current and past relationships of the last five years of any municipality or governmental unit or the Township of Willingboro for which payment was received for billing services that were provided.
- n) The bidder shall include at least three municipal based fire departments and/or five emergency medical services (basic life support) departments for which billing services have been provided for.
- o) The bidder shall declare that all functions and operations of contract will be conducted within the borders of the United States of America and subcontracting or subcontractor agreements are prohibited.
- p) Specifications contained herein are considered minimum and bidder shall demonstrate how they meet or exceed these requirements.
- q) Any exceptions, variations, deviation and clarifications to these specifications must be set forth on an attached sheet entitled "EXCEPTIONS TO THE SPECIFICATIONS" and made part of the proposal. The Township of Willingboro reserves the right to accept or reject each exception taken as it applies to specified item(s).
- r) Any bidder submitting a proposal must be located within a 60 mile radius of the Township of Willingboro. This travel requirement is to allow representatives of the Township of Willingboro or authorized representatives/agent, with permission, to see financial statements and HIPAA privileged information on site at bidder's place of business.
- s) The bidder shall provide a certificate of insurance that provides errors, omissions, fraud, and corporate liability insurance at an amount equal to or greater than \$1 Million per occurrence with an aggregate of no less than \$2 Million, in accordance with requirements of this Bid sections 2-2 A and B.
- t) The bidder must be able to assume responsibility for billing within 30 days of notification that provider numbers have been obtained.

## 6. CONSULTATION ASSISTANCE

- a) Provide assistance and training in process to begin third party billing. This shall include the preparation, completion, and application on behalf of the Township of Willingboro for Medicare and Medicaid Provider Identification numbers.
- b) Provide assistance in completing the Department of Health and Senior Services Licensure process. Consultant shall be knowledgeable of regulations, able to conduct sample inspections and provide clinical oversight to a quality assurance program and equipment required on ambulance for inspection.
- c) Assistance shall also include annual training in areas of Medicare compliance program, HIPAA compliance and documentation training for bidder's clinical staff members. Proof of said training is required.
- d) Provide assistance and education in the use of bidders charting software, if chosen. Proposal shall also include administrator set-up of the system and provide training to staff members to include charting by exception. In addition, training in the creation of custom reports that may be required by the Emergency Medical Services administration or Public Safety officials.

## 7. Bid Proposal

- a) Bidders will indicate in their proposal the percentage of the anticipated total receivables that will become the basis for the proposed fee.
- b) All fees proposed will be negotiable, but subject to market conditions and rates charged to municipalities similar to the Township of Willingboro in size and anticipated volume. All contracts, at the discretion of the Township of Willingboro, may be renewable for up to five years, subject to the approval of the Township of Willingboro and the availability of funds. All fees, rates and percentages must be clearly conveyed in the proposal.

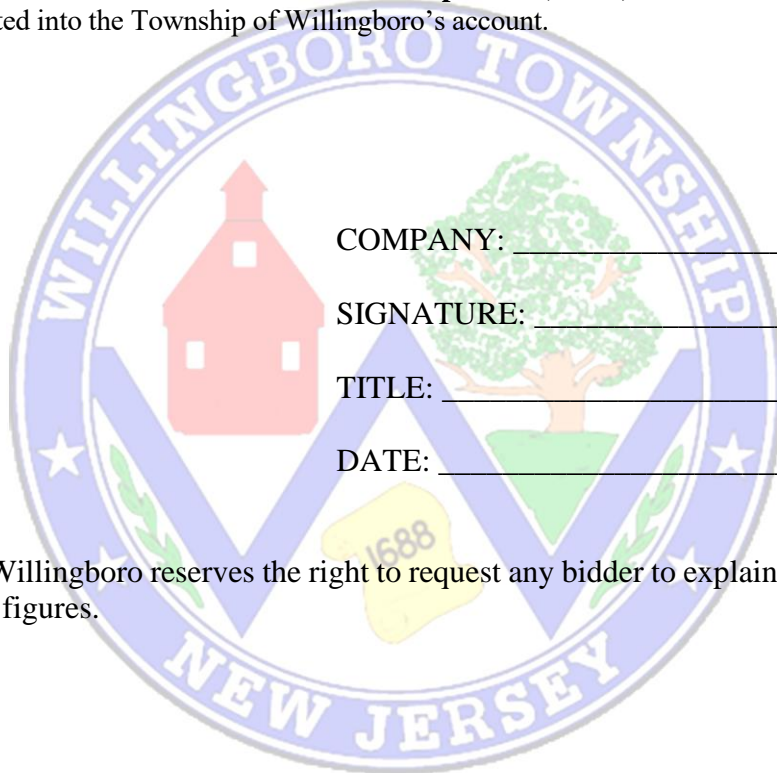
**REQUIRED FORMS**

Township of Willingboro  
RFP for Third Party Emergency Medical Services Billing

**1. Official Bid Form**

All bids must be submitted on this form. No alternative pages are permitted.

We are submitting a bidder to conduct Third Party Billing for Emergency Medical Services rendered by the Township of Willingboro at the rate of \_\_\_\_\_ percent ( % ) of the total billing reimbursements collected and deposited into the Township of Willingboro’s account.



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

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

The Township of Willingboro reserves the right to request any bidder to explain the method used to arrive at any or all figures.

**THIS PAGE MUST BE RETURNED IN YOUR SEALED BID**



## 2. Affirmative Action Questionnaire

### PROCUREMENT AND SERVICE CONTRACTORS:

Contractors are required to comply with the requirements of P.L. 1975, C. 127.

### ALL CONTRACTORS:

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Willingboro:

- a. An existing federally-approved or sanctioned affirmative action program.
- b. A Certificate of Employee Information Report Approval.
- c. If the contractor cannot present "a" or "b", the contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to contractors by the Township of Willingboro.

-----  
The following questions must be answered by all contractors:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photo static copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photo static copy of such approval.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127, and agrees to furnish the required documentation pursuant to the Law.

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

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: A contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C. 127.

**THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL**

## EXHIBIT A

**P.L. 1975, c. 127 (N.J.A.C. 17:27)**

### **3. Mandatory Affirmative Action Language**

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor 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 or sex. 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 contractor 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;

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

The contractor or subcontractor, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor 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.

The contractor or subcontractor agrees to inform, in writing, all 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

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

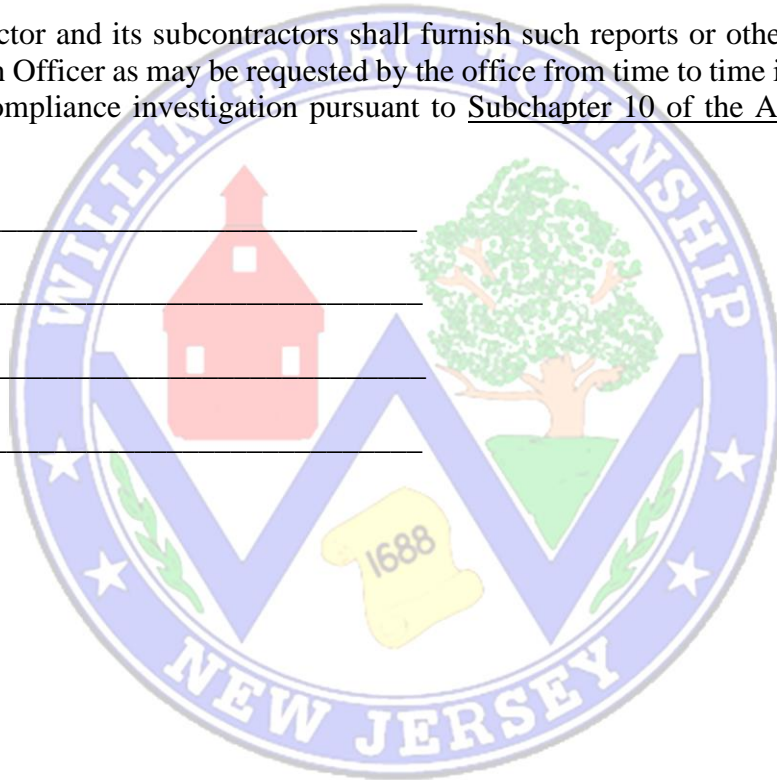
The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Officer as may be requested by the office from time to time in order to carry out the purposes of compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL**

**4. Non-Collusion Affidavit**

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

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

PROJECT: EMS Third Party Medical Billing

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 \_\_\_\_\_,  
TITLE NAME OF CONTRACTOR

the bidder making the Proposal for the above-named project, and that I executed the Proposal with full authority to do so; that said bidder 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 above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Willingboro relies upon the truth of the statements herein contained in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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

\_\_\_\_\_  
(NAME OF CONTRACTOR)

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL**



## 5. Contract Sheet

This is to certify:

1. That the proposal terms, conditions, instructions, and all other specifications have been reviewed by us, and
2. That we are familiar with these terms, conditions, instructions and specifications, and
3. That the accompanying quotations or bid is being submitted in strict accordance with such terms, conditions, instructions and specifications as they pertain to this bid, and
4. The cover sheet entitled "Instructions to Bidders" and the "Disclosure Statement" have also been received, and
5. The Disclosure Statement required by Chapter 33, Laws of 1977, is signed and enclosed, and
6. That the Bidder acknowledges that the Township of Willingboro hereby reserves their right to reject all bidders independently. This action may occur if it is determined that the proportionate price for their district is greater than a price which could be obtained independently without this cooperative bid. In the event that the bids are rejected, the Township of Willingboro may agree to either re-bid the project under a second cooperative process or may disband the cooperative project and independently seek bidders for Emergency Medical Services billing.

NAME OF COMPANY \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY/TOWN, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

AUTHORIZED REP NAME \_\_\_\_\_

AUTHORIZED REP TITLE \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE RETURNED IN YOUR SEALED BID**

**6. Corporate Disclosure Statement**

**CERTIFICATION REQUIRED BY CHAPTER 33, LAWS OF 1977  
(APPROVED 03/08/1977)**

I certify that the following are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NOTE: If any of the above entities is a corporation, the following are the names and addresses of all persons owning ten percent (10%) or more of that corporation:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

I further certify that I will notify the CEO of the Township of Willingboro on any changes to the above list within ten (10) days of such change.

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

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

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**THIS PAGE MUST BE RETURNED IN YOUR SEALED PROPOSAL**

## 7. Sexual Harassment Statement

The contractor or subcontractor, where applicable, will maintain an environment that is free from sexual harassment. The OWNER'S policy defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made to any member of the Township of Willingboro.

Sexual harassment may include, but is not limited to, verbal harassment or abuse, pressure for sexual activity, repeated remarks to a person, with sexual or demeaning implications and unwelcome touching.

We would expect all vendor representatives conducting business with us to adhere to our established sexual harassment policy. Failure to comply with our policy in this area may result in the termination of our contractual agreement.

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**THIS PAGE MUST BE RETURNED IN YOUR SEALED BID**

8. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: \_\_\_\_\_

PART 1

Pursuant to Public Law 2012, c. 25(N.J.S.A. 52-32:55, et seq.) and N.J.S.A. 40A:11-2.1, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Township finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. If the bidder submits a false certification, the Township shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity in accordance with N.J.S.A. 52:32-59.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
_____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE RETURNED IN YOUR SEALED BID**



**AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED CONTRACTORS**

STATE OF

NEW JERSEY

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

\_\_\_\_\_, of full age, being duly sworn according to law, on my oath, deposes and says:

I am \_\_\_\_\_ of the Firm of, the Proposer submitting the Proposal for this Project. I affirm that I executed the said proposal on behalf of the Proposer with full authority to do so; that the Proposer is not at the time of the making of this RFP included on any List of Debarred, Suspended, or Disqualified Contractors, as maintained by the Treasurer of the State of New Jersey, or any other State or the Federal Government.

Name of Proposer:

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

\_\_\_\_\_

(Signature of Authorized Representative)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

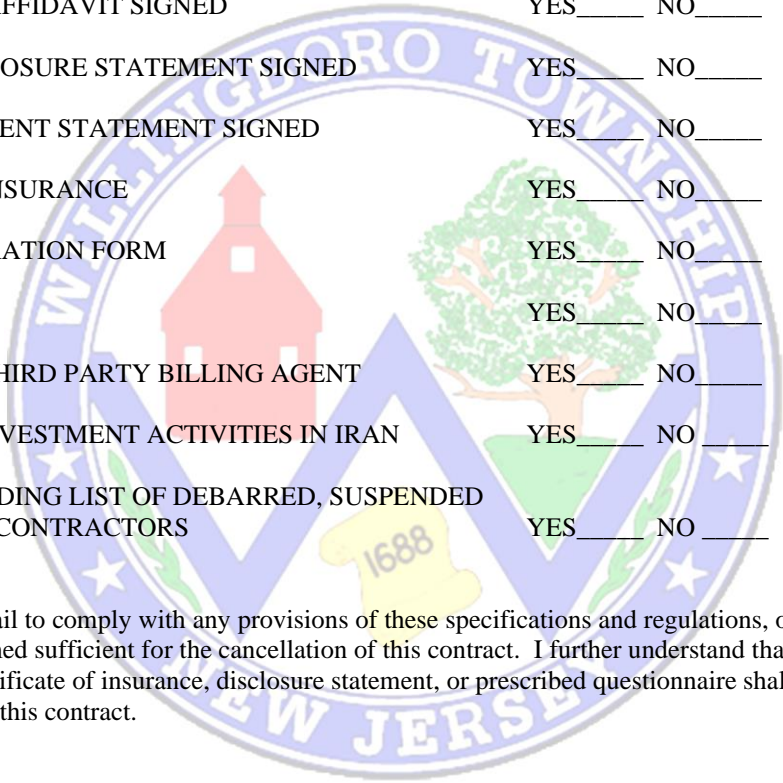
(Seal) Notary Public of New Jersey/

Specify Other State My Commission Expires \_\_\_\_\_ 20 \_\_.

**THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED**

## 10. Enclosure Check Off

OFFICIAL BID FORM	YES ___ NO ___
AFFIRMATIVE ACTION QUESTIONNAIRE SIGNED	YES ___ NO ___
AFFIRMATIVE ACTION LANGUAGE SIGNED	YES ___ NO ___
AFFIRMATIVE ACTION APPROVAL	YES ___ NO ___
CONTRACT SHEET SIGNED	YES ___ NO ___
NON-COLLUSION AFFIDAVIT SIGNED	YES ___ NO ___
CORPORATE DISCLOSURE STATEMENT SIGNED	YES ___ NO ___
SEXUAL HARASSMENT STATEMENT SIGNED	YES ___ NO ___
CERTIFICATE OF INSURANCE	YES ___ NO ___
BUSINESS REGISTRATION FORM	YES ___ NO ___
W-9 FORM	YES ___ NO ___
CERTIFICATE OF THIRD PARTY BILLING AGENT	YES ___ NO ___
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	YES ___ NO ___
AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED CONTRACTORS	YES ___ NO ___



I understand that if I fail to comply with any provisions of these specifications and regulations, or any other regulation set up, it shall be deemed sufficient for the cancellation of this contract. I further understand that any falsification on information of the certificate of insurance, disclosure statement, or prescribed questionnaire shall be deemed sufficient for the cancellation of this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE RETURNED IN YOUR SEALED BID**