



**CITY OF ALVIN  
NOTICE TO BIDDERS  
BID# B-17-06 EMS BILLING SERVICES**

The City of Alvin is now accepting sealed bids for **EMS Billing Services**. Forms furnished by the City of Alvin may be obtained without deposit from:

City of Alvin  
Office of the City Clerk  
216 West Sealy Street  
Mon-Thurs. 7:00 a.m. to 6:00 p.m.  
Closed Fridays

The complete bid packet may also be downloaded from the City's website at [www.alvin-tx.org](http://www.alvin-tx.org).

All sealed bids shall be submitted including one marked original and one (1) duplicate on the original forms and clearly marked with bid number, project title, time, and date of bid submittal deadline. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**Bids will be received at the Office of the City Clerk, 216 West Sealy Street, Alvin, Texas 77511 until 2:00P.M. May 30, 2017.**

**No late bids will be considered.**

**The bids will be publicly opened and read aloud on May 30, 2017, at 2:15 p.m.** in the Council Chambers at Alvin City Hall, 216 West Sealy Street, Alvin, Texas 77511 for the following:

**EMS Billing Services**

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council.

All inquiries about this bid or specifications must be made to Ron Schmitz, EMS Director at 281-388-4364, or [rschmitz@cityofalvin.com](mailto:rschmitz@cityofalvin.com).

The City of Alvin reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid deemed to provide the best value for the City.

  
Dixie Roberts, City Clerk

PUBLISHED: Monday, May 15, 2017  
Monday, May 22, 2017

## INSTRUCTIONS TO BIDDERS

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. – 6:00 p.m. Bids must be received by the OFFICE OF THE CITY CLERK before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, time, and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to the date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have at **least** five (5) working days notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents, or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY CLERK and obtain clarification prior to submitting a bid.
7. Bids offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
9. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the bid, in the space provided.
10. NO substitutions or cancellations of a bid are permitted without written approval of the City of Alvin.
11. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

**TERMS & CONDITIONS**  
**EMS BILLING SERVICES**  
**BID NUMBER: B-17-06**

**SCOPE:** The City of Alvin seeks competitive bids for billing services for the Emergency Medical Service Department (EMS). The contract shall be for one (1) year with two (2) additional one (1) year renewable periods at the option of the City.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

**QUALIFICATIONS OF BIDDERS:** The Bidder must be capable of performing each of the various items in Exhibit "A."

**REFERENCES:** Bidder shall provide a list of a minimum of three (3) references for which E.M.S. Billing Services of the type specified herein has been performed in the last twelve (12) month period. Attachment Exhibit "C" is attached for Bidder's convenience and shall be returned with the bid.

**STANDARD OF PERFORMANCE:** The Bidder shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

**CHANGES:** Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

**NON-FUNDING CLAUSE:** The City of Alvin's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate the resulting contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for the contract is discontinued or is no longer available.

**CONTRACT PERIOD:** This contract will begin \_\_\_\_\_, 2017, through \_\_\_\_\_, 2018. Thereafter, this contract may be renewed under the same terms and conditions for up to an additional (2) successive one-year periods for a total of three (3) years upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the

Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

**INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Worker's Compensation Insurance as required by laws and regulations applicable to and covering employees of the Bidder engaged in the performance of the work under this Agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- (d) Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I)**

THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under the resulting contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ASSIGNMENT:** The successful bidder may not assign, sell, or otherwise transfer the contract without prior written consent of the City Council of the City of Alvin.

**CONTRACT TERMINATION:** The City of Alvin reserves the right to terminate the contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**CONFLICT OF INTEREST:** Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter in to a contract for the sale or

purchase of property, goods or services with a local government entity, and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**INVOICE:** The successful Bidder shall mail all payments and benefit checks to the City, along with a separate invoice, on a monthly basis except those required for Electronic Fund Transfer. The invoices shall identify the Purchase Order number issued by the City. These payments/invoices shall be sent to:

CITY OF ALVIN  
**ATTN: EMS DEPARTMENT**  
216 WEST SEALY STREET  
ALVIN, TEXAS 77511

**PAYMENT:** The City of Alvin shall pay for services within thirty (30) days of receipt of invoice or as provided by State Law.

**CITY REPRESENTATIVE:** The City's representative is Ron Schmitz.

**STATEMENT OF BIDDERS QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive, this statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information that will assist the City in determining the bidder's qualifications.

Name of Bidder: \_\_\_\_\_ Date Organized/Incorporated: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Number of Years Providing EMS Billing Services: \_\_\_\_\_

Current Contracts on Hand:

<u>Contract</u>	<u>Collection Rate</u>	<u>Fee For Service (%)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted on a contract: \_\_\_\_\_

If "yes" explain the circumstances of the default: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach resumes for the principle members of your organization.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the City of Alvin to verify the information provided in this Statement of Bidder's Qualifications.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

THE STATE OF TEXAS    §  
  §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me by the said \_\_\_\_\_  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**SPECIFICATIONS**  
**EMS BILLING SERVICES**  
**BID B-17-06**

**DESCRIPTION:** The City of Alvin is seeking sealed bids for billing services for the Emergency Medical Service Department. The contract shall be for one (1) year with two (2) additional on (1) year renewable periods at the option of the City.

**PERFORMANCE:** The successful contactor shall satisfactorily perform the work and services specified herein. Evaluations for contract renewal will be based upon revenues and methods of performance. The contractor is expected to:

- Establish Provider Enrollment relationships with private insurance companies.
- Establish provider enrollment relationships with all state and governmental agencies.
- Complete processing and collection of billings to private insurance companies.
- Complete processing and collection of billings to public insurance agencies.
- Collection of billing information and revenues from individuals (as requested by the City).
- Prompt transmittal and accounting of billing revenues to the City.
- Provide on-line statistical reports including response times, location analysis, call types and unit analysis.
- Provide Trauma Reporting Data to the Texas Department of State Health Services.
- Provide on-line medical and billing access to the City to include patient account activity and Patient Care Reports (PCR).
- Provide Electronic Patient Care Report (EPCR) system/software.
- Provide ruggedized portable (tablet or laptop) hardware.
- Provide no less than two (2) training sessions each year regarding documentation.
- Act as Custodian of Medical Records for the City as it pertains to request for medical records.
- Maintain compliance with all local, state and federal regulations including HIPAA.

**EVALUATION CRITERIA:** The contract will be awarded either on the basis of the lowest responsible bid that meets all requirements or the bid that provides the best value for the City. The successful bidder must have a minimum of two (2) years' experience providing E.M.S. billing services and must have a proven record of collecting a minimum average of 70% of billed accounts for entities with which it has contracted in the preceding two (2) years.

**TERMINATION OF CONTRACT:** Upon failure of the contractor to perform the described services, this contract may be canceled by the City of Alvin with thirty (30) days written notice prior to date of termination; such termination may be stayed at the sole discretion

of the City of the contractor cures the default within the 30-day notice period to the satisfaction of the City.

**BILLING:** The contractor shall mail all payments and benefit checks to the City, along with a separate invoice, on a monthly basis except those required for Electronic Fund Transfer. The invoices shall identify the purchase number issued by the City.

**AUDIT:** The City may request of the billing service certain statistics and computer records normally maintained by the billing service twice per year. A request for an audit of the billing service's records and files will be submitted in writing during normal business hours.

**SERVICES:** The contractor will furnish its services of billing for ambulance transportation of patients of the City of Alvin E.M.S. and utilize its expertise and knowledge to obtain payment for these services from all sources, whether from first or third party insurers, governmental agencies, or any other person or entity who may be responsible or otherwise liable for payment or reimbursement for the services rendered by the City of Alvin to its patients. Fees for the ambulance service will be established by the City and provided to the billing service on an annual basis.

**EXHIBIT B**

**E.M.S. BILLING SERVICE BID SUBMITTAL FORM**

Number of Years in E.M.S. Billing: \_\_\_\_\_

Percentage Fee of Revenues Received: \_\_\_\_\_ %

Any Other Fees (hardware/software...)

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT C - REFERENCES**

*Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained, or provided this or similar product or service.*

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

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

Contact Person: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_