August 3, 2020

REQUEST FOR PROPOSALS (RFP) NO. 20-001

FOR

EMS & FIRE BILLING SERVICES FOR FIRE RESCUE CITY OF VAN METER, IOWA

Director of Public Safety: William J. Daggett
Phone: 515-202-4154
Email: wdaggett@vanmeteria.gov

Deadline for Submission of Questions: 5:00 P.M. CT, August 25th
Deadline for Receipt of Proposals: 5:00 P.M. CT, August 31, 2020
Price Schedule Opening: 1 - 5 Business days after Receipt of Proposals

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DIRECTOR OF PUBLIC SAFETY OF CITY OF VAN METER GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.
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REQUEST FOR PROPOSAL (RFP) No. 20-001

FOR

EMS & FIRE BILLING SERVICES FOR FIRE RESCUE CITY OF VAN METER, IOWA

City of Van Meter Government (the City) requests qualified individuals and firms with knowledge of and experience in providing billing services for fire response and ambulance “transports” and “non-transports” where on-scene fire or emergency medical care was provided and for them to submit proposals for provision of Fire & EMS Billing Services for Fire Rescue for the City of Van Meter, Iowa.

I. INTRODUCTION

A. Background - City of Van Meter is a rapidly growing city on the Western edge of the Des Moines metropolitan area. It has a current population of 1,600 but serves a fire district of over 81 square miles with over 25,000 residents.

We partner with the DeSoto Fire Department to assist in covering their fire district as well. Van Meter has 1 fire station located throughout its geographic boundaries to provide efficient services to its residents and visitors. City of Van Meter Fire Rescue currently operates one ambulance rescue with no transports and is projecting to begin BLS transport services with a five year plan that includes movement in provisional ALS transport.

B. General Information

1. The successful Contractor will provide billing services for fire response and ambulance rescue services provided by City of Van Meter Fire Rescue Emergency Medical Services Division and non-transports where on-scene emergency medical care was provided by City of Van Meter Fire Rescue EMS Division personnel, for potential Hazardous Materials Response billing, or other services billing.

On scene emergency medical care is defined as any diagnostic procedure such as:
- a physical examination
- the obtaining of vital signs
- acquisition of an electrocardiogram
- non-invasive procedures, such as the application of a splint or the bandaging of a wound
• invasive procedures, such as intravenous access and/or the administration of parenteral medications provided on the scene of an emergency by City of Van Meter Fire Rescue.

2. Separate billing rates will be applied for individual responding units and or personnel. The overall cost for services provided will include separate fees for mileage to a hospital or medical facility and medical supplies or medications utilized for patient care prior to transport. Billing rates and fees will be established by the Van Meter Department of Public Safety and approved and authorized by Van Meter City Council.

3. City of Van Meter Fire-Rescue currently runs one non-transport unit that is backed by a county ALS service. Based on historical data, the City of Van Meter Fire-Rescue non-transport units currently run less than 250 calls for service combined annually. However, City of Van Meter Fire Rescue expects the number of calls for service to increase as the population in our service territory increases.

4. The successful Contractor will only provide billing services for City of Van Meter Fire-Rescue units and will not provide billing to any contracted third-party provider.

5. The successful Contractor shall comply with all applicable City of Van Meter, State of Iowa, and Federal laws regarding billing for fire and ambulance services.

6. City of Van Meter Fire Rescue currently utilizes ImageTrend Elite software as a medium for patient care documentation. The successful Contractor will take any necessary means to attain and maintain compatibility with the City’s patient care documentation software, which may include the purchase of upgraded software at the expense of the Contractor. During the course of the contract, should the City make the decision to change or upgrade its existing patient care documentation software, the Contractor would be required to make the necessary adjustments in order to maintain compatibility, at the Contractor’s expense.

7. The following Required Documents Checklist includes a list of attachments which must be completed and returned with Responder’s technical proposal:

<table>
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<th>Required Documents</th>
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<td>Cost Proposal Form (1 copy, separate &amp; sealed)</td>
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<td>Proposal Cover Sheet</td>
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8. The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance with the terms and conditions of subsequently executed contract between the City and successful Contractor.

9. The initial term of this agreement will be for twelve (12) months. The contract may be renewed for four (4) successive one-year terms upon the same terms and conditions stated in the contract.

10. The City reserves the right to make one (1) award or multiple awards.
II. SCOPE OF WORK

A. GENERAL

1. It is the City’s intent to enter into agreement with a firm that can provide and perform all necessary services related to the development, implementation, operation and maintenance of an emergency medical services (EMS) billing system.

2. All proposals submitted must provide appropriate documentation showing that the Responder meets or exceeds the requirements contained herein, as follows:

3. The successful Contractor will be expected to provide comprehensive emergency medical services electronic billing. The Contractor will be expected to function as an independent Contractor. Rates charged for services shall be adopted by the City of Van Meter City Council. These rates are subject to change at any time.

4. The successful Contractor will provide technical assistance to City of Van Meter Fire Rescue in the process of obtaining and maintaining the necessary credentials and licensure for attaining funding from insurance providers for Fire and EMS services including but not limited to Medicare, Medicaid, and private insurance billing privileges.

5. The successful Contractor will be responsible for processing and refunding any overpayments to patients, Medicare, Medicaid, or insurance payors, as applicable.

6. The Contractor must maintain its credentials and provide changes to the City upon request, including: legal business name and designation, physical address, telephone number, fax number, email address, federal tax identification number, list of applicable members in the case of joint venture, list of officers of the Board of Directors/Trustees in the case of a corporation, list the partners in the case of a partnership, and the name of the parent company in the case of a subsidiary.

7. The successful Contractor will assist City of Van Meter Fire Rescue in obtaining provider status and identification numbers with the Centers for Medicare and Medicaid Services and several private and commercial insurance companies, as applicable. If additional medical or private insurance carriers are added in the future, the successful Contractor shall automatically secure provider status and identification numbers with applicable medical or private insurance companies for City of Van Meter Fire Rescue at no charge.

8. The successful Contractor shall operate during normal business hours of 8:00 am to 5:00 pm, CST, Monday through Friday with the exception of holidays.

9. The successful Contractor will be expected to perform all necessary services related to the development, implementation, operation, and maintenance of a fire and medical billing system. This includes:
   - associated software/hardware
   - establishment of master files and sub files
   - an invoice tracking system
an accounts receivable by patient name/account system
a cash management system
related financial reports

10. The successful Contractor will be expected to cooperate with City of Van Meter Fire Rescue to determine the training, form requirements, necessary files, and other materials and services as required for initiating and maintaining these operations. Training shall include initial training for all City of Van Meter Fire Rescue employees and two additional classes per year provided at no additional cost to City of Van Meter Fire Rescue.

11. The successful Contractor should report any notable trends in reporting deficits in documentation by Fire Rescue personnel that reflect negatively on successful billing and revenue collection. The successful Contractor should provide any necessary strategies or training that would improve documentation and decrease, if not, eliminate deficits in documentation by City of Van Meter Fire Rescue personnel.

12. The successful Contractor will provide a report monthly for accounts to be considered for write-off with:
- Patient/Owner’s name
- City of Van Meter Fire Rescue case number/patient care report number
- insurance type
- insurance company name
- account balance
- Accounts determined to be uncollectable by the Contractor, will be written off of the Contractor’s receivable balance. A monthly report detailing the accounts removed from the Accounts receivable balance must be provided to City of Van Meter Fire Rescue with 100% accuracy.

13. The write-off report must provide a total of the write-off dollar amount. If City of Van Meter Fire Rescue determines filing denials are the result of the Contractor’s actions or lack of actions, the Contractor will be responsible for reimbursing City of Van Meter Fire Rescue for the lost revenue and will not be permitted to attempt to collect from the patient/owner.

14. City of Van Meter Fire Rescue will be provided access to all City of Van Meter Fire Rescue-applicable data transmitted to the Contractor. Approved City of Van Meter Fire Rescue employees shall be provided the ability to process reports from said data utilizing approved report writing software.

15. All monthly reports shall be provided to City of Van Meter Fire Rescue by the 10th business day of the following month that is being reported on.

16. The successful Contractor will provide monthly performance reports regarding City of Van Meter Fire Rescue patient care data and performance to include, but not limited to, patient demographics, insurance information, patient/guarantor signatures.
17. The successful Contractor will provide City of Van Meter Fire Rescue the ability to create a monthly report showing the net collection rate for the previous 12-month period.

18. This Contract is subject to, and the Contractor shall comply with, all statutes, ordinances, regulations, and rules of the Government of the United States, the State of Iowa, and City of Van Meter.

19. This Contract is subject to and the Contractor shall comply with the provisions of all Federal statutes, regulations, and policies governing the Medicare and Medicaid programs, including but not limited to 42 U.S.C. §§1396 et. Seq. Grants to States for Medical Assistance Programs, the Medicaid Act: 42 U.S.C. §§ 1320-7 General provisions and Peer Review, relating to Medicare and Medicaid, including § 1320-a-7(b(a), prohibiting, making, or causing to be made, false statements or representations, §1320-a-7(b), prohibiting illegal remunerations, § 1320c-9, prohibiting disclosure of information, Title 42, Code of Federal Regulations, Public Health, specifically, Chapter IV, Health Care Financing Administration and Chapter V, Office of the Inspector General, the Medicare Part B Medical Policy Manual (Nationwide Insurance Enterprise), and the False Claims Act, 33 U.S.C. § 3733(a)(1) et seq.

20. The Contractor shall ensure that all collection methods comply with all the applicable Federal, State, and Local laws, with particular attention to the Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.

21. The successful Contractor shall have a comprehensive understanding of Medicare, Medicaid, and Medical and Private Insurance rules, regulations, and procedures as they relate to operations in the State of Iowa and surrounding states.

The successful Contractor should possess the following qualities:
- ample experience in the EMS and Fire billing industry
- the ability to meet the needs of City of Van Meter Fire Rescue
- the ability to deliver a quality product
- a history of integrity in the EMS billing industry
- a history of success in the EMS billing industry

22. The successful Contractor shall provide a local or toll free telephone number for their office with the expectation of contact during normal business hours of 8:00 am to 5:00 pm, CST, Monday through Friday, with the exception of holidays, for the purpose of citizen inquiries regarding account status and payments.

23. The successful Contractor shall be responsible for answering all citizen inquiries as soon as possible.
24. The successful Contractor shall assist City of Van Meter Fire Rescue with any discussions held with private or medical insurance carriers relevant to fire or EMS billing and shall provide documentation and support on relevant topics, whenever possible.

25. The successful Contractor shall be responsible for determining what information shall be collected and retained to meet the criteria established by Medicare, Medicaid, and private insurance carriers for billing appeals, auditing, and other functions defined by applicable medical and private insurance carriers.

26. The successful Contractor shall design all internal forms deemed necessary to provide successful fire or EMS billing. The design and syntax utilized in the forms shall be mutually agreed upon by the Contractor and City of Van Meter Fire Rescue.

27. The successful Contractor shall provide City of Van Meter Fire Rescue with a policies and procedures manual for the operations to be performed under this Contract.

28. The successful Contractor shall be required to meet standards of performance. These standards shall be reviewed quarterly and a progress report shall be submitted to City of Van Meter Fire Rescue.

29. The successful Contractor shall provide systems maintenance regularly and provide system repairs, as necessary.

30. The successful Contractor shall provide a sufficient number of qualified and experienced application software and hardware personnel to rectify any problems that may arise during the testing, production installation, and maintenance period.

31. The successful Contractor shall provide City of Van Meter Fire Rescue with an advanced notice of at least 72 hours prior to routine maintenance if access to the system will be affected.

32. The successful Contractor shall provide a system disaster recovery plan and a description of system backup and recovery plans.

33. The successful Contractor shall provide City of Van Meter Fire Rescue access to the billing agency’s central processing unit for the purpose of monitoring daily activity. Access to all transactions, notes, or activities made or modified on a patient’s account shall be available to City of Van Meter Fire Rescue.

34. The successful Contractor shall monitor any changes in Medicare, Medicaid, or private insurance laws related to the services provided by City of Van Meter Fire Rescue.

35. The successful Contractor shall notify City of Van Meter Fire Rescue prior to the effective date of such changes and provide City of Van Meter Fire Rescue with any proposed strategies or actions to address the changes.
36. The successful Contractor shall monitor any enforcement actions, guidance, and advisory opinions related to fire or EMS billing services and report any applicable information to City of Van Meter Fire Rescue.

37. The successful Contractor shall provide an independent audit of City of Van Meter Fire Rescue’s accounts semi-annually. This service will be provided to the City of Van Meter at no additional charge.

38. The successful Contractor shall provide the City of Van Meter with an annual audit within 30 days past the end of the year. This service will be provided to the City of Van Meter at no additional charge.

B. DATA COLLECTION

39. City of Van Meter Fire Rescue will provide the electronic patient care report in the National Emergency Medical Services Information System (NEMSIS) format and fire reports in the National Fire Incident Reporting System (NIFRS) with associated billing information for storage within the successful Contractor’s system.

40. Electronic patient care and fire report data will be transmitted daily to the successful Contractor.

41. City of Van Meter Fire Rescue personnel will collect preliminary billing and demographic information. It shall be the responsibility of the successful Contractor to ensure that records are complete in order to perform billing services.

42. City of Van Meter Fire Rescue shall continue to collect data on fire and EMS responses. It shall be the responsibility of the successful Contractor to use this data to prepare reports, as applicable.

C. INPUT PROCESS

43. Within 30 days of the adoption of this Contract by the City of Van Meter Mayor and Council, the successful Contractor shall be responsible for contacting all hospitals receiving patients from the Dallas County Ambulance Service related to care by the City of Van Meter Fire Rescue in order to establish procedures necessary to obtain billing and demographic information.

44. The successful Contractor shall be responsible for contacting patients, patient’s families, financially responsible parties, employers, or any other parties necessary to obtain information regarding fire and EMS billing.

45. The successful Contractor shall be responsible for the data entry of billing information and the processing and transmittal of EMS billing invoices to private and medical insurance carriers after all obtainable information has been received from City of Van Meter Fire Rescue or other sources.

46. Within one month of the termination/expiration of the Contract, the successful Contractor will provide electronic data in their custody in a format to be determined
by City of Van Meter Fire Rescue.

47. The successful Contractor shall be responsible for the transfer of all electronic files, records, and other material maintained and necessary for the performance of the Contract. All expenses incurred will be the responsibility of the successful Contractor.

48. The successful Contractor shall be responsible for all costs and/or resources required to complete the interface with City of Van Meter Fire Rescue’s current electronic patient care report system, ImageTrend Elite.

49. City of Van Meter Fire Rescue reserves the right to add fields to the fire and EMS patient care report and the successful Contractor shall accommodate such changes at no additional cost to City of Van Meter Fire Rescue.

50. City of Van Meter Fire Rescue reserves the right to change or upgrade electronic patient care documentation software. The successful Contractor shall accommodate any patient care report upgrades at no additional cost to City of Van Meter Fire Rescue.

D. REJECTION AND APPEAL

51. The successful Contractor shall be responsible for rejections and the pursuance of all appeals.

52. The successful Contractor shall guarantee posting of revenue regarding patient accounts.

53. The successful Contractor shall implement a billing process that utilizes subsequent notices. The language contained in these notices will be mutually agreed upon by the successful Contractor and City of Van Meter Fire Rescue.

54. The successful Contractor shall be required to provide on-line ability (portal access) for patients or patient representatives to transact credit card payments.

E. REPORTING SYSTEM

55. The successful Contractor shall establish a comprehensive reporting system that will enable City of Van Meter Fire Rescue to monitor the performance of fire and EMS billing services. Reports must be designed to provide City of Van Meter Fire Rescue with the information necessary to accurately measure performance. The reporting format shall be approved by City of Van Meter Fire Rescue.

56. The successful Contractor shall have the ability to generate and deliver all statistical raw data and reports in a mutually agreeable format to be determined by the Contractor and City of Van Meter Fire Rescue which will be utilized by authorized City of Van Meter Fire Rescue personnel. City of Van Meter Fire Rescue must invariably have the ability to electronically access the Contractor’s billing software in order to print patient account information, invoices, and any other reports deemed necessary.
57. The successful Contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be
compatible to both the Contractor’s and City of Van Meter Fire Rescue’s computer systems and software.

58. The transmittal of protected patient health information between the Contractor and City of Van Meter Fire Rescue must comply with the requirements and data transmittal policies of the Health Insurance Portability and Accountability Act.

59. Reports will include, but not be limited to the following:
   • Monthly detailed accounts receivable listing that agrees with the ending balance on the monthly accounts receivable reconciliation.
   • Monthly aged accounts receivable listing.
   • Monthly reconciliation of bank deposits with payments posted by the Contractor.
   • Daily report showing the service date and the date of filing of the claim.
   • Monthly report of the dollar amount and number of accounts not billable.
   • Monthly report of the number and dollar amount of transports billed.
   • Monthly report of the number and dollar amount of collections received.
   • Monthly report of the dollar amount and number of contractual write-offs and/or adjustments.
   • Monthly report of the dollar amount and number of claim denials.
   • Monthly report of the dollar amount of refunds.

60. Monthly report of the dollar amount and the number of accounts to be written-off, including an explanation.

61. The Contractor will be required to attest, by signature and date, that the required steps to collect for each applicable account have been followed.

F. SYSTEM

62. The successful Contractor shall be a direct electronic claims processor. Electronic claims shall be filed for Medicare and Medicaid for Iowa and surrounding States.

63. The successful Contractor must transmit and receive Medicare claims via the required national standard format or any future standard format Medicare or Medicaid may require.

64. The successful Contractor must utilize electronic claims with all commercial insurance carriers that accept electronic claims.

The successful Contractor will be responsible for consistently updating the billing system so that the system is in compliance with the current requirements established by private and medical insurance carriers. These actions include, but are not limited to, revisions of programming, updating Current Procedural Terminology coding and descriptions, and updating current International Classification of Diseases codes.
I. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 20-001 for Fire and EMS Billing Services for Fire Rescue” on the outside of the envelope.

2. The separate sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

3. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.

4. Responders are required to submit their costs on Attachment A, Cost Proposal Form. Responder shall not alter the cost proposal form.

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder’s name and “Request for Proposals No. 20-001 for Fire & EMS Billing Services for Fire Rescue” on the outside of each envelope or box.

2. Responder shall complete Attachment B, Proposal Cover Sheet, and include this as the first page of the technical proposal.

3. Technical Approach to the Project (25 points):
   a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
   b. Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project.
   c. Describe the bidder’s experience in diagnosing problems related to EMS billing including an adequate maintenance and technical support structure.
   d. Describe a periodic software/system maintenance schedule that will be required.
   e. Provide a user training manual.
   f. Provide a list of any additional licenses that are necessary to fully operate all available aspects of proposed software, including reporting software.
   g. Provide the name of the software system to be used that complies with ambulance billing requirements established by the Centers for Medicare and Medicaid Services.
   h. Describe the software, system, and service needed to meet the requirements for
effective EMS billing services provided for City of Van Meter Fire Rescue including all specifications and functional requirements.

i. Describe the process for handling denied claims.

j. Describe the strategies focused on correcting problems associated with incomplete billing information.

k. Describe the method and methodology used to collect monies from past due accounts.

l. Describe the process by which City of Van Meter Fire Rescue receives monies collected through the billing process.

m. Describe the methods used for coordination with hospitals to obtain billing information.

n. Describe the type of reporting information City of Van Meter Fire Rescue may expect to receive from the responder and provide examples.

o. Describe the process for City of Van Meter Fire Rescue to download records for use and review.

p. Describe the method to be used for interfacing with ImageTrend Elite electronic patient care reporting system including PDF download of patient reports.

q. Provide the method which DCFR will upload the following specific information of the uploaded patient care reports:

   - Patient demographics
   - Insurance
   - Guarantor
   - Medical procedures performed
   - Chief complaint
   - Reason for dispatch
   - Patients initial presentation

4. Project Management (20 points):
   a. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
   b. Describe how the project will be organized and managed.
   c. Describe progress reporting procedures for the project.
   d. Include the anticipated use of subcontractors or vendors.
   e. Describe the resources necessary to accomplish the purpose of the project.
   f. Describe the process for notification of changes in State and Federal legislation and the process for incorporation of those changes into the billing system by the required change date.
   g. Describe a proposed project management plan designed for the initial phase of this project including set-up.
   h. Describe the process for retaining and sharing records with City of Van Meter Fire Rescue upon future termination of contract.
   i. Describe the commitment required from City of Van Meter Fire Rescue during the initial and maintenance phase of the implementation of the Contractor’s system.
   j. Provide a system disaster recovery plan and a description of system backup and recovery plans.
   k. Describe the methods utilized to assist City of Van Meter Fire Rescue in establishing performance criteria for the purpose of establishing and maintaining a successful EMS billing model.
5. Personnel (5 points):
   a. Identify the individuals who will be part of the project team. Include any outside personnel, such as subcontractors.
   b. Provide detailed resumes of primary team members and all subcontractors who will be directly working on the project. This includes subcontractors for collection services.
   c. Provide the name and title of the primary contact person and secondary contact person who will be assigned to provide services for City of Van Meter Fire Rescue.
   d. Disclose key business partners and/or contractor relationships.

6. Organizational Qualifications/Personnel/Company Experience (20 points):
   a. Describe a primary business model focused on EMS billing.
   b. Describe the responder’s experience, capabilities and other qualifications for this project.
   c. Provide the number of years that the responder has operated under the current company name.
   d. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
   e. Provide a company profile of the responder detailing company locations, number of employees, and the number of years of experience in the EMS billing industry.
   f. Provide a description of the responder’s business history, including any former names of the company, number of years in operation under each name if applicable, and the number of years the responder has provided EMS billing services.
   g. Provide the responder’s credentials including: legal business name and designation, physical address, telephone number, fax number, email address, federal tax identification number, list of applicable members in the case of joint venture, list of officers of the Board of Directors/Trustees in the case of a corporation, list the partners in the case of a partnership, and the name of the parent company in the case of a subsidiary.
   h. Provide the responder’s credentials in the field of EMS billing services.
   i. Acknowledge and describe any investigations by the Iowa and/or United States Department of Justice and/or Centers for Medicare and Medicaid Services regarding EMS billing practices.
   j. Describe why the responder is best qualified to offer EMS billing services to City of Van Meter Fire Rescue.
   k. Provide examples of system improvements that have been proposed to other customers that were implemented and the results following the implementation of those changes.
   l. Provide the responder’s customer service/customer relations policies.

7. Financial Responsibility (5 points):
   Responder must provide financial statements for the last three (3) years that evidences the responder’s financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
7. References (5 points):
   a. The successful Contractor should provide at least three references with the following provisions:
      i. Two of the references should represent entities that serve an area comparable to City of Van Meter (population 700,000 +) or larger with a comparable number of EMS responses.
      ii. One of the references should be an EMS Provider in the State of Iowa.
   b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-Van Meter and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

8. Provide the following information: Are you a City of Van Meter Firm? Yes/No.

C. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with City of Van Meter, Iowa must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, Sample City Contract. In order for a Proposal to be considered, it is mandatory that the Responder Affidavit, Attachment G, be completed and submitted with responder’s proposal.
II. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

A. Cost (10 points)
B. Technical Approach to the Project (25 points)
C. Project Management (20 points)
D. Personnel (5 Points)
E. Organizational Qualifications/Personnel/Company Experience (20 points)
F. Financial Responsibility (5 points)
G. References (3 references comparable size of City of Van Meter) (5 points)
H. Local Small Business Enterprise Participation (10 points)
I. Optional Interview (5 points) - bonus

III. CONTRACT ADMINISTRATION

A. Standard City Contract

The attached sample contract is the City’s standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder’s response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Mayor and City Council.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original” and five (5) flash drives each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 5:00 p.m. on August 31, 2020.

City of Van Meter Department Dpt. of Public Safety
P.O. Box 160 (310 Mill Street)
Van Meter, IA 50261

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “Request for Proposals No. 20-001 for Fire & EMS Billing System for Fire Rescue” on the outside of the envelope(s) or box(es).
It is the responsibility of each Responder to ensure that its submission is received by 5:00 p.m. on the bid due date. The time/date stamp located in the City Clerk’s Office shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered by submission to William J. Daggett, via email to wdaggett@vanmelteria.gov no later than close of business on August 25th, 2020. Questions and requests for interpretation received by the Department of Public Safety after this date will not receive a response or be the subject of addenda.

D. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Public Safety as requested. Responder may call William J. Daggett (515)202-4154 or send an email to wdaggett@vanmelteria.gov to verify the number of addenda prior to submission.

E. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

F. Project Director/Contract Manager

The City will designate a Project Director/Contract Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.
G. Expenses of Preparing Responses to this RFP

The City accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

H. Iowa Open Records Act

Without regard to any designation made by the person or entity making a submission, City of Van Meter considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Iowa Open Records Act, Chapter 22 of the Code of Iowa, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

I. Business License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is an Iowa corporation, responder shall submit a valid State of Iowa Secretary of State incorporation document. If the responder is not an Iowa corporation, responder shall submit a certificate of authority to transact business in the state of Iowa and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Iowa, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

J. Right to Audit

The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.
K. City of Van Meter, Iowa's Title VI Policy Statement

City of Van Meter, Iowa is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. City of Van Meter assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. City of Van Meter further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

City of Van Meter assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, City of Van Meter will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).
L. Cooperative Procurement

The City through the Department of Public Safety may permit piggybacks to this contract from other city, City, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12- months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

IV. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour’s duration, to respond to questions from the evaluation committee relevant to the firm’s proposal.

The evaluation committee will make its recommendation for award to the City of Van Meter Mayor and City Council, who will make the final decision as to award of contract.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Brenda H. Redus
William J. Daggett, Director
Van Meter Department of Public Safety

Attachment A: Cost Proposal
Attachment B: Proposal Cover Sheet
Attachment C: Contractor Reference and Release Form
Attachment D: Subcontractor Reference and Release Form
Attachment E: LSBE Opportunity Tracking Form
Attachment F: Sample City Contract
Attachment G: Responder Affidavit
Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4
ATTACHMENT A

COST PROPOSAL FORM
(consisting of two (2) pages)

RFP NO. 20-001 FIRE & EMS BILLING SERVICES FOR CITY OF VAN METER

Resonder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 20-001 Fire & EMS Billing Services for City of Van Meter” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his/her proposal is accepted, he/she will contract with City of Van Meter according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: ____________________________________________
Address: _______________________________________________
Contact Person Submitting Proposal: __________________________
Title of Contact Person: __________________________________
Telephone Number: _______________________________________
Fax Number: ____________________________________________
E-mail Address: __________________________________________

Signature of Contact Person

Title of Contact Person
Responder: State a FIRM FIXED PERCENTAGE OF NET COLLECTIONS (MINUS REFUNDS) that City of Van Meter will receive for each bill collected (City of Van Meter’s portion) during the NORMAL billing process for (RFP) NO. 20-001 Fire & EMS Billing Services for Fire Rescue City of Van Meter, GA.

Amount: $__________________________________________

(State the amount in writing on this line.)

Company Name ____________________________________________
NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Federal Tax ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Primary Address</td>
<td>City</td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
<td>City</td>
</tr>
<tr>
<td>Contact Person Name and Title</td>
<td>Telephone Number (include area code)</td>
</tr>
<tr>
<td>Email Address</td>
<td>Fax Number (include area code)</td>
</tr>
<tr>
<td>Company Website Address</td>
<td>Type of Organization (check one)</td>
</tr>
<tr>
<td></td>
<td>□ Corporation</td>
</tr>
<tr>
<td></td>
<td>□ Proprietorship □ Government</td>
</tr>
</tbody>
</table>

Proposals for RFP No. 20-001 EMS Billing Services for Fire & Rescue City of Van Meter described herein will be received by the City of Van Meter Department of Public Safety P O BOX 160 (310 Mill Street), Van Meter, Iowa 50261 on **August 31, 2020 until 5:00 p.m. (CST)**. Proposals shall be marked in accordance with the RFP, Section V.B.

**CAUTION**: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within City of Van Meter Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

<table>
<thead>
<tr>
<th>Authorized Representative Signature(s)</th>
<th>Title(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type or Print Name(s)</td>
<td>Date</td>
</tr>
</tbody>
</table>
ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person Name and Title</td>
<td>Telephone Number (include area code)</td>
</tr>
<tr>
<td>Complete Primary Address</td>
<td>City</td>
</tr>
<tr>
<td>Email Address</td>
<td>Fax Number (include area code)</td>
</tr>
<tr>
<td>Project Name</td>
<td></td>
</tr>
</tbody>
</table>

REFERENCE CHECK RELEASE STATEMENT
You are authorized to contact the references provided above for purposes of this RFP.

Signed ___________________________ Title ___________________________
(Authorized Signature of Proposer)
Company Name_________________________ Date ____________________________
ATTACHMENT D
SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Period</th>
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</thead>
<tbody>
<tr>
<td>Contact Person Name and Title</td>
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<tr>
<td>Project Name</td>
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<table>
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<tr>
<td>Project Name</td>
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<table>
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<td>Fax Number (include area code)</td>
</tr>
<tr>
<td>Project Name</td>
<td></td>
</tr>
</tbody>
</table>

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed ____________________________ Title ____________________________

(Authorized Signature of Proposer)  
Company Name ____________________________ Date ____________________________
ATTACHMENT E

AGREEMENT FOR PROFESSIONAL SERVICES CITY

OF VAN METER, IOWA

THIS AGREEMENT made as of this day of ____, 20__, (hereinafter called the “execution date”) by and between CITY OF VAN METER, a political subdivision of the State of Iowa (hereinafter referred to as the “City”), and ___________________________________________, a corporation organized and existing under the laws of the State of Iowa, with offices in City of Van Meter, Iowa (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _________________________________________ in City of Van Meter, Iowa.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the City of Van Meter Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. This Contract shall (i) terminate without further obligation on the part of the City each and every December 31st, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the City of Van Meter Governing Authority and the Contractor in accordance with the terms of this Contract.
ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed _____________________ ($________), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the City of Van Meter Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than $100,000.00. If the original Contract or Purchase Order Price does not exceed $100,000.00, but the Change Order will make the total Contract Price exceed $100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the City of Van Meter Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of ____________________________ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

   City of Van Meter, Iowa
   Attention: “City Clerk”

   ____________________________
ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all services in accordance with the City’s Request for Proposals (RFP) No. XX-XXXXXX for ________________________, attached hereto as Appendix I and incorporated herein by reference, and the Contractor’s response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor’s services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties’ execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.
D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor’s employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor’s employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor’s office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor’s services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination
of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney’s fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the City Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee’s sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees,
where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best’s rating of not less than “A” (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Iowa and acceptable to the City covering:
   (a) Statutory Workers’ Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
      (1) Employer’s liability insurance by accident, each accident $1,000,000
      (2) Employer’s liability insurance by disease, policy limit $1,000,000
      (3) Employer’s liability insurance by disease, each employee $1,000,000
   (b) Professional Liability Insurance on the Contractor’s services in this Agreement with limit of $1,000,000;
   (c) Commercial General Liability Insurance covering all operations with combined single limit of $1,000,000;
   (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of $1,000,000.
   (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided
with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
$5,000,000 per occurrence
$5,000,000 aggregate

2. Additional Insured Requirement:
   (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the City and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
   (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
   (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:
   (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
   (b) Certificates to contain the location and operations to which the insurance applies;
(c) Certificates to contain Contractor’s protective coverage for any subcontractor’s operations;

(d) Certificates to contain Contractor’s contractual liability insurance coverage;

(e) Certificates are to be issued to:

City of Van Meter, Iowa
City Administrator
310 Mill Street
Van Meter, Iowa 50261

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

4. The Contractor agrees to carry statutory Workers’ Compensation Insurance and to have all subcontractors likewise carry statutory Workers’ Compensation Insurance.

5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

6. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers’ compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

8. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**J. Iowa Laws Govern** The laws of the State of Iowa shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial
interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in City of Van Meter, Iowa. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts with jurisdiction over the City of Van Meter, Iowa.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization**

The City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program (FWAP) to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with the FWAP and any related and applicable Iowa Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with FWAP. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor’s current and continuing compliance with FWAP throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with FWAP throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.
N. **Contractor’s Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Iowa Open Records Act** Contractor shall comply with the applicable provisions of the Iowa Open Records Act, Chapter 22 of the Code of Iowa.

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Iowa corporation, Contractor shall submit a valid City or state business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Iowa corporation, Contractor shall submit a certificate of authority to transact business in the state of Iowa and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then
Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City’s RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor’s Cost Proposal; Appendix I, City’s RFP; Appendix II, Contractor’s Response; Attachment B, Contractor’s Affidavit; Attachment C, Subcontractor’s Affidavit(s); Attachment D, Sub- subcontractor’s Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City’s Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City’s Executive Assistant or by the City to the Contractor’s authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:
If to the City:

Chief Executive Officer
310 Mill Street (P O Box 160)
Van Meter, IA 50261

and

Director of Public Safety
310 Mill Street (P O Box 160)
Van Meter, IA 50261

If to the Contractor:

_____________________.
_____________________.
_____________________.
_____________________.

U. Counterparts This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. Controlling Provisions The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City’s RFP; and the Contractor’s Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CITY OF VAN METER, IOWA

By: ___________________________ (SEAL) ___________________________
    Signature

______________________________
    Name (Typed or Printed)

______________________________
    Title

______________________________
    Federal Tax I.D. Number

ATTEST:

______________________________
    Signature

______________________________
    Name (Typed or Printed)

______________________________
    Title

APPROVED AS TO SUBSTANCE:

______________________________
    Department Director

APPROVED AS TO FORM:

______________________________
    City Attorney Signature

______________________________
    City Attorney Name (Typed or Printed)

______________________________
    ALLAN B. ADAMS
    Mayor
    City of Van Meter, Iowa

______________________________
    ELIZABETH THOMPSON
    City Clerk
    City of Van Meter, Iowa
ATTACHMENT F
CERTIFICATE OF CORPORATE RESOLUTION

I, ______________________________, certify the following:

That I am the duly elected and authorized Secretary of _________ (hereinafter referred to as the "________ "), an _________ organized and incorporated to do business under the laws of the State of _________;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed __________________________, in his official capacity as __________________________ of the corporation, to enter into and execute the following described agreement with City of Van Meter, a political subdivision of the State of Iowa:

____________;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;
This the _______ day of ________________, 20_____.

(CORPORATE SEAL)

(Secretary)
ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with Federal Work Authorization Program (FWAP), as amended, stating affirmatively that the responder submitting a bid to CITY OF VAN METER, IA, a political subdivision of the State of Iowa, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA).

Responder’s Name _____________________________________________ Federal Work Authorization Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder __________________________ Identification Number ____________

Printed Name of Authorized Officer or Agent __________________________

Address (*do not include a post office box) _____________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______DAY OF________, 20__

Notary Public
My Commission Expires

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