



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
525 N. Main, Ste 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#13-0111
EMERGENCY MEDICAL SERVICES BILLING SOFTWARE

December 4, 2013

SEDGWICK County, Kansas (hereafter referred to as county) will accept proposals to select a vendor to provide an EMS billing software system. It is the intent of Sedgwick County to establish a mutually beneficial relationship with a Proposer who is committed to providing solutions to meet the needs of the county. It is anticipated that an official contract will be executed after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the product(s)/service(s) described herein.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should firms elect to participate, one (1) complete original and one (1) electronic copy (disc or flash drive) of the entire document must be completed and returned with any supporting data in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, bid number, bid opening date, and returned to the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, no later than **1:45 p.m., CST, Tuesday January 7, 2014**. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

Kimberly Evans
Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution to our needs, as described on the cover page and in the following Background Information section. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be reviewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria to be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule meetings with vendors, after receipt of all proposals. A Contract will be awarded to a qualified vendor submitting the best proposal as determined by the County Counselor. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

2. BACKGROUND INFORMATION and OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 470,000 persons. It is the sixteenth largest in area, with 1,009 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,700 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

It has been decided by key county staff to transition the EMS billing service from an outsourced service to an in-house service. 2012 volume for Sedgwick County EMS is as follows;

56,566 calls
38,180 transports
30,000+ claims processed

3 INSURANCE REQUIRMENTS

Worker's Compensation:	
Applicable State Statutory	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00

Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker’s compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

4. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a ninety (90) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

6. QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFP process should be directed to Kimberly Evans at kjevans@sedgwick.gov and Roger Clark, rwclark@sedgwick.gov . All questions must be submitted in writing by 5:00 p.m. CST, December 10, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by 5:00 p.m. CST, December 17, 2013.

Vendors are responsible for checking the web site and acknowledging any addendums on the proposal response form.

7. TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact Kimberly Evans, Purchasing Department at kjevans@sedgwick.gov to confirm any and all dates.

Distribution of Request for Proposal to interested parties	December 4, 2013
Clarification, Information and Questions submitted in writing	December 10, 2013
Addendum Issued	December 17, 2013
Sealed proposals due before 1:45 p.m. CST	January 7, 2014
Evaluation Period	January 8-29, 2013
Board of Bids and Contracts Recommendation	January 30, 2013
Board of County Commission Award	February 5, 2013

8. CONTRACT and PAYMENT TERMS

A contractual period for services will begin after Board of County Commission approval and extend for five (5) years.

If, through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to the document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposal and award an agreement for the same services to another qualified firm to provide services.

Payment for all specified services to the successful firm will be made following:

- Monthly invoicing, including itemized statement;
- Verification that the specified services have been completed;

All invoices should be sent electronically to AP_Invoices@sedgwick.gov

9. MINIMUM FIRM REQUIREMENTS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form. Firms must:

1. Have the capacity to acquire all required insurances.
2. Have provided services similar to those specified in this RFP, preferably to government entities.
3. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the project team.
4. Provide name and contact information, including e-mail address of three (3) references that you have provided these services to. Government or public sector references are strongly desired.
5. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
6. Wear company uniform or ID badge for identification purposes while on County property.

7. Be registered to conduct business with the State of Kansas. No contracts will be awarded to vendors who are not currently registered and in good standing with the State of Kansas.

10. MINIMUM MANDATORY REQUIREMENTS

CORE SYSTEM FEATURES

1. Windows-based emergency services billing, reimbursement and collections software.
2. Ability to deploy an on-premise system (local).
3. User security profiles that will restrict access to features based on job classification.
4. Code sharing that allows user-defined ability to determine which codes are shared across companies.
5. Codes flexibility that provides the ability to activate or de-activate codes to avoid cluttered lists.
6. Code files are accessible on the fly from any screen with the easy to change Code ID function.
7. Ability to create multiple directories to insure a secure and organized system.
8. Software should incorporate functionality that is consistent with a comprehensive approach necessary for HIPAA compliance.
9. Performance testing completed to insure it is capable of handling a large scale database without any performance issues.
10. Patient search functionality that provides the ability to customize columns and sort order each system user.
11. Fee Schedule setup is available for the entire database.
12. Software must be able to interface with current EMS systems to include ePCR and CAD systems.

CORE BILLING FUNCTIONS

Patient Information

13. Date of birth
14. Social Security number
15. Ability to track HIPAA documents.
16. Lifetime Signature tracking
17. Alerts\Warning messages
 - o Ability to be put on a call, patient or code file
 - o Ability to add sound
 - o Free form text messages
18. Free form Notes and Comments – Unlimited
19. Multiple Phone Numbers
20. Ability to track an alternative address in situations where patient has two addresses, based on time of year
21. Maintain history of every read, add, change, delete if any field or record, who took the action and time/date stamp of the action, plus old value and new value.
22. Ability to store patient database that will show all past patients with history, billings, calls and activity.
23. Must be able to track membership numbers on both the patient screen and call screen.
24. Must be able to effectively connect primary membership holder to secondary membership account- holders either through patient or call screens.
25. Must allow for posting of both membership charges and credits to reflect multiple membership options i.e. Single, Couple, Household and Group Memberships.
26. Must be able to generate reports reflecting current, expired and soon to be expired memberships to allow for renewal notices to be generated.

Call Information

27. Ability to enter all required data to bill emergency and non-emergency transports electronically, or on paper.
28. Ability to pull patient information from patient record to populate on call.
29. Pickup and Destination of transport
30. Ability to enter mileage or use default mileage for billing that uses Pickup and Destination addresses to calculate miles.
31. Ability to enter standard ICD Codes (9 and 10).
32. Ability to enter up to 8 response times.
33. Charges
 - Base Charge
 - Mileage (fractional and non-fractional)
 - Based on Payers requirements
 - User defined Charges
 - Charge codes with expiration date
34. Unlimited payer sources for each patient
35. Ability to do multi-leg trip billing.
36. Ability to electronically bill Medicare, State Medicaid, Private Insurance, Auto insurance, Workers Compensation, Veterans Administration and, all and any other insurances, with correct and current forms.
37. Ability to pull patient insurance information with correct payer information based on type of call.
38. Ability to enter unique custom data fields (with flexible types – numeric, text, choice, values, yes/no) to be added and treated as if they were original database fields.
39. Maintain history of every read, add, change, delete if any field or record, who took the action and time/ date stamp of the action, plus old value and new value.

Importing Capability

40. Software needs to enable one to link images, documents and/or hyperlinks in the either Patient Comments, Call Comments.
41. Software must have the ability to import and export data via ASCII, CSV, XML.
42. Software must download call data from Sansio Health EMS, billing should be completed without entry of call data.

Billing Process

43. Ability to electronically bill directly to any 5010 payer.
44. The option to transmit bills electronically or paper the required forms including, but not limited to: CMS-1500, paper invoices/statements, collections letters, etc. This can be done either direct or through a clearing house. Flexibility to decide which to go direct and which to use an outside agency or clearing house. Ability to customize invoices, statements, 1500s, and letters without vendor assistance.
45. Select a call for single printing from the patient accounts area.
46. Batch credit ability to post payments, edits, and next schedules to be completed on one screen for multiple accounts; includes ability to recreate a batch or ECM.
47. Provides 'Error Checking' functionality on paper and Electronic Claims Module (ECM) forms (bills and HCFA).

Cash Posting

48. Ability to import EOB/ERA from any insurance that can supply them in standard electronic format. Create cash batches from them, doing all data entry and post cash and write-offs at the detail line level if provided in EOB.
49. Ability to post cash and write-offs with manual entry in batches and balance to pre-entered control totals.
50. Ability to post cash, write-offs and adjustments directly to ticket.

51. Ability to write off tickets to bad debt in a group with flexible designated criteria.
52. Ability to search within cash posting program/function for a ticket or patient with flexible search criteria and find open tickets, as a minimum search should be by patient name, member ID, Date of Service, current balance.
53. Ability to create your own transaction types and use them in cash posting, write-offs and accounting to make more flexible reports and tracking.
54. Ability to document receipt number when posting payments.

Patient Account Management

55. Ability to write off accounts to collections and zero the balance and send the accounts to collections in the format including, but not limited to: CSV files, Text files, Excel, printed, or other electronic forms.
56. Ability to flag accounts to go to bad debt that does not meet the predefined criteria.
57. Ability to mark accounts to be not included in the list.
58. Ability to review a group of calls or patients on the screen without running reports.
59. Ability to work from an electronic list generated by the software, based on criteria of the end user.

Reports and Forms

60. Ability to customize forms such as invoices, 1500s, statements, collections letters and other letters.
61. Billing system should offer extensive reporting capabilities, including canned and custom reports.
62. Ability to expand reports grouping and sorting options for detail and summary portions.
63. Ability to get management and accounting reports as a standard set and be able to modify them without additional costs.
64. All reports should be able to be exported to a file, including, but not limited to CSV, Excel.
65. Ability to automatically print periodic reports and forms (i.e. daily, month-end) at user defined time period.
66. Ability to add custom fields for reporting without programming.
67. Ability to save parameters once a report is written and ability to go back to it in the future and not have to re-create.
68. Ability to create custom reports using a report editor.

Collections

69. Provide a tool for working on collection and tracking with the following features (as a minimum):
 - Search and retrieve and sort past due accounts with a variety of searches:
 - Amounts greater than
 - Tickets or patient accounts older than
 - Installment plan payments that are more than a requested number of payments late
 - Ability to search for follow-up dates previously entered.
 - Patient name or ID
70. Enter in follow up dates and communication logs.
71. Enter in installment plans that create a tracking of payments made and are coupled with statements that indicate payment plan amount.
72. One centralized location to view collection notes.
73. Ability to report on all collection efforts made, including patient information, insurance information and all past collection calls.

OUTLINE OF IMPLEMENTATION

Project timelines for example:

- Contract signature
- System build (On-line or On-Premise)
- Pre-training
- On-site training
- Post-training
- Go-Live System

MAINTENANCE AND SUPPORT

- Cost
- Coverage
- Various support levels
- Technical support response time
- Hours of operation
- Contact information
- Escalation procedure
- Enhancement request procedure

DELIVERABLES

COST PROPOSAL

HARDWARE SPECIFICATIONS

LIST OF SOFTWARE BEING PROPOSED AND NUMBER OF LICENSES

LIST OF THIRD PARTY SOFTWARE NEEDED

SAMPLE REPORTS

11. PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.

10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
- a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.

31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

12. GENERAL CONTRACT PROVISIONS

http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf

13. PROPOSAL CONTENT

Proposal(s) should be organized in the following format and information sequence:

Checklist

Use this checklist to ensure that all of the required documentation is in place before submitting a proposal.

- | | |
|--|---|
| 1. Completed Proposal Response Form | □ |
| 2. Firm and Reference Information (Section 10, page 4) | □ |
| 3. Detailed responses to Section 11, pages 5-8. | □ |
| 4. Copy of sample contract language | □ |

PROPOSAL RESPONSE FORM
#13-0111
EMERGENCY MEDICAL SERVICES BILLING SOFTWARE

The undersigned, on behalf of the Proposer , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE _____

INCORPORATED _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____

African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact**

Name: _____

After Hours Fax #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____