

Request for Proposals



**Bid Proposal Package
For
Professional Collection Services
Solicitation Number: 24-01**

August 20, 2024

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ANNOUNCEMENT

Solicitation Number: 24-01

Title: Professional Collection Services

Date: August 20, 2024

Receipt Date: October 17, 2024

Receipt Location: 2400 Hermitage Road, Richmond, VA 23220, Executive Offices

Pre-Proposal Conference: No

The Richmond Ambulance Authority (hereinafter referred to as the “Authority” or “RAA”) hereby invites proposals from qualified interested parties (hereinafter referred to as “Bidder” or “Offeror”) to collect first or second placement accounts deemed to be bad debts by the Authority, pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal (“RFP”).

The award shall be made at the sole discretion of the Authority to the Bidders that best provide evidence of satisfactory qualifications and display responsibility to fully meet the requirements as set forth by the Authority. Evidence of qualifications and responsibility shall be furnished by the Bidders as described in this RFP and will be reviewed by the Authority. The award shall not be made until the Authority has completed its review and verification of the Bidder’s qualifications.

RAA reserves the right to reject any or all proposals and also reserves the right to decline the award to any or all Bidders. The submission of a proposal by any Bidder does not by implication or expression commit the Authority to enter into an agreement with that Bidder, or any other Bidder. No agreement shall occur until a resolution formally approving such agreement has been enacted by the Authority and a written agreement has been executed.

SEALED PROPOSALS, subject to terms and conditions stated herein, **WILL BE RECEIVED** in the Executive Offices of the Richmond Ambulance Authority, 2400 Hermitage Rd., Richmond, Virginia, 23220, in a package clearly marked “Professional Collection Services – Attention: Kiko Omar White, Compliance Manager”, on or before **3:00 pm EST on October 17, 2024**.

RICHMOND AMBULANCE AUTHORITY

Richard H. Decker, III
Chief Executive Officer

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1. Overview

1.1 Background

In 1991 the Richmond, Virginia City Council and the City Manager implemented an Emergency Medical Services (“EMS”) system that emphasized patient care and ensured superior response time and clinical performance to the City’s residents. With the approval of the General Assembly, the Richmond Ambulance Authority (“RAA”) was created by City ordinance as a governmental entity and governed by a Board of Directors appointed by City Council. Since that time, RAA has become an internationally recognized, high performance leader and innovator in EMS.

RAA provides EMS coverage to approximately 62 square miles, serving a daytime population of over 800,000 and a nighttime population of over 226,000 people. It also provides non-emergency service to the Richmond Metropolitan Area.

Per capita, RAA is one of the busiest EMS systems in the nation. On average, RAA responds to nearly 200 calls per day and transports 150 patients per day. With over 50,000 patient transports per year, RAA ambulances have historically arrived on the scene of life-threatening emergencies in eight minutes and 59 seconds or less in 90% or more of all responses.

1.2 Purpose

Richmond Ambulance Authority seeks the services of one professional entity, which includes private collection agencies and/or private attorneys in good standing with the Virginia State Bar (hereinafter referred to as “Contractor”) to manage the collections of accounts deemed to be bad debts by the Authority.

The intent of this Request for Proposals (“RFP”) is to solicit proposals and to set forth the terms and conditions whereby the Authority will enter into an agreement with one private collection agency or private attorney in good standing with the Virginia State Bar to provide services as described herein.

2. Scope of Work

The Contractor shall perform, at a minimum, the following services as they relate to RAA’s debt collections as specified below.

2.1 Specifications

- A. The Contractor shall be responsible for the collections of accounts deemed bad debts. The Contractor shall demonstrate collections industry best practices in collection percentage and anticipate evaluation of service based on collections industry benchmarks.
- B. The Authority anticipates the placement of delinquent accounts¹ with a variable total dollar balance² to be transferred monthly to the placement Contractor. The Authority retains sole discretion as to the volume of accounts and frequency that accounts are transferred to the

¹ The approximate number of accounts within Section 2.1 of this RFP is expected to vary. RAA cannot guarantee placement of a specific number of accounts.

² The total dollar balance can and will fluctuate based on several factors including, but not limited to, the number of accounts for placement. RAA cannot specify a dollar amount for the accounts, if any, placed with Contractor.

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Contractor. The Authority also retains the right to recall accounts that are placed with the Contractor, however, if a payment is received within thirty (30) days of such recall then the Contractor shall be considered to have earned a commission payment on such accounts if the payment is based on the effort of the Contractor. Payments received based on RAA efforts or Debt Set-Off will not be accessed a commission at any point unless deemed by RAA.

- C. The Contractor shall gain a complete knowledge of the Authority and the Authority's collection policies.
- D. The Contractor shall have a complete knowledge of the Fair Debt Collection Practices Act ("FDCPA"), and be fully compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Technology for Economic and Clinical Health Act ("HITECH"). The Contractor shall sign an Authority Business Associate Agreement as part of HIPAA and HITECH compliance and as part of the overall agreement with the Authority.
- E. The Contractor must agree to indemnify and hold the Authority harmless against any and all liability, cost and expenses incurred by claims or suits, for loss or damages, arising out of the acts of the Contractor.
- F. The Contractor shall provide detailed acknowledgement reports of accounts transferred to the Contractor by the Authority. The Contractor must have a secure process for electronic transfer of accounts.
- G. The Contractor shall provide comprehensive monthly performance reports that reflect collections by date of service, and the liquidation of accounts by month of placement. These reports are due by the 15th of each following month, and shall provide Contractor collection liquidation percentages by placement, data on collection attempts, and other pertinent data.
- H. The Contractor shall be paid a percentage of collected accounts only. The Authority shall not be liable for any expenses incurred by the Contractor uncollected accounts. The Contractor must provide a monthly report to the Authority that reflects the full amount of all monies collected, less the commission earned by the Contractor, on all accounts placed with the Contractor by the Authority on the payments that were received by the Contractor's efforts. All reports shall reflect Authority account numbers.
- I. The Authority shall provide the Contractor with documents detailing payments that it may receive on accounts that are placed with the Contractor. If a payment is received on an account that has not been placed with the Contractor for at least thirty (30) calendar days, then the Authority shall assume that payment was due to the Authority's collection efforts and the Contractor will not be paid a commission on that payment.
- J. The Authority shall provide the Contractor with monthly reports detailing payments received from the state Debt Set-Off program. These reports will detail how the Contractor should adjust their principal balances and the payments shall not be assessed a commission.
- K. The Contractor must have an electronic portal that the Authority can access at any time to review the status of all accounts.
- L. The Contractor shall have the ability to separate accounts based on RAA's collection practices.

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- M. The Contractor shall have the proven ability to be accessible, to respond quickly, and to be customer service oriented.
- N. The Contractor shall demonstrate honesty and integrity at all times and is in good business standing.
- O. Contractor shall have the ability to pursue accounts in civil court.

2.2 Contract Terms

The contract will be awarded for two (2) years, with the possibility of a one (1) year extension upon satisfactory review of performance. If delays in the bid process result in an adjustment of the anticipated contract effective date, the Bidder agrees to accept a contract for the full term.

2.3 Contract Payment

The contract shall be prepared under the direction of the Authority, and shall incorporate all applicable provisions. RAA shall pay to Contractor a firm, fixed commission on the Contractor's collections. Two commission fees may apply. One commission fee may be for the collection of accounts without legal services. The second commission fee may be for the collection of accounts utilizing legal services.

Additional unanticipated expenses generated by the nature of the services needed under this contract may be reimbursed by the Authority upon prior mutual agreement with the Contractor.

2.4 Compliance with Commonwealth, Federal and Local Laws

The Contractor shall comply with the provisions of all laws, statutes, ordinances and regulations which may be applicable to this RFP, whether Commonwealth, Federal or local.

3. Proposal Preparation Instructions

3.1 Proposal Format and Content

Proposals should be well-ordered, detailed, and comprehensive. Clarity of language and appropriate, accessible documentation are essential to the Authority's ability to conduct a thorough evaluation and are the Bidder's responsibility. Bidders shall fully respond to all sections and requests for documentation in the RFP.

The proposal response must, at a minimum, clearly demonstrate the required qualifications, expertise, competence, and capability of the Bidder to provide the services specified in the Scope of Work, Section 2.1, in order for the proposal to be deemed responsive.

To assist with the RAA's review of proposals, Bidders are encouraged to prepare the proposal according to the instructions and outline in this section. Bidders are encouraged to use straightforward, concise descriptions to demonstrate an understanding of the Scope of Work and services required by RAA. In order to be deemed responsive, the Bidder must demonstrate an understanding of the complete Scope of Work and specifically how the Bidder will deliver each service, as outlined in Section 2.1. Proposals should be organized with dividers in the following order and minimally contain the following information:

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A. Tab 1 - Attachments

- Attachment A – Cover Sheet (2 pages)
- Attachment B – Reference Page (using this reference form, 1 page)
- Attachment C – Minority Business Enterprise/Emerging Small Business Participation Form (2 pages)
- Attachment D – Good Faith MBE/ESB Participation Efforts Documentation Contacts (2 pages)
- Attachment E – MBE/ESB Past Good Faith Efforts Participation Form (1 page)

B. Tab 2 – Technical Proposal

- Cover Letter signed by the Authorized Negotiator.
- Executive Summary: An executive summary of three (3) pages or less that provides a narrative, prepared in non-technical terms, summarizing the proposal.
 - Clearly state whether the proposal is for: the primary Contractor, the secondary Contractor, or whether the Bidder is willing to be either the primary or secondary Contractor. If this information is omitted, it will be assumed at the discretion of RAA that the proposal is for either primary or secondary.
- A description of the Bidder's understanding of the requirements contained in the Scope of Work.
- An outline of the Contractor's ability and commitment to meet the Minimum Required Services provided in Section 2.1 of this RFP. List each requirement and demonstrate ability to meet that requirement.
- An outline and description of Bidder's methodology for collection practices.
- An outline and explanation of Bidder's technical capabilities for receiving data from and exchanging data with the Authority.
- An outline of prior success and extent of previous work the Bidder has provided to clients, focusing on the RFP's Scope of Work.
 - Describe only relevant industry experience and individual experience for personnel who will be actively engaged in the project. Explain what qualifies you to provide collection services for the Authority. Describe your specific experience in healthcare collections and your collection rate in detail.
- An outline of any additional information you deem necessary to aid in the evaluation of your proposal.

C. Tab 3 – Price Proposal

- Cost for Services; this should detail specific costs for all services to be provided by the Contractor, i.e., commission fees and legal service fees, per year, as well as specific charges, hourly rates, retainers, and/or any other basis of billing proposed by the Contractor to cover special projects.

D. Tab 4 – Personnel

- Include names and credentials of personnel who will be assigned to this project. Identify key persons by name and title, and provide their resumes.
- Include the name and contact information for any personnel that will be the primary contact(s) during the contract for all issues related to Authority accounts.

E. Tab 5 – Work Samples and Testimonials

- Include sample reports, collection rates, correspondence, invoicing, etc.
- Include a brief sampling of client testimonials. These samplings should be from other ambulance providers if available.

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3.2 Exceptions and Omissions

Be advised that exceptions and omissions to any portion of this Solicitation may jeopardize acceptance of the Proposal.

3.3 RFP Schedule

The following schedule is proposed for planning purposes. The Authority will attempt to adhere to the schedule during the proposal process:

RFP Schedule	
Publish Date	August 20, 2024
Questions Due	September 19, 2024
Proposal Due	October 17, 2024

3.4 Response Deadline and Delivery

One (1) paper copy and one (1) electronic copy on a USB flash drive. All copies, including the USB flash drive, must be clearly marked and/or affixed with Bidder's name, "Professional Collection Services," and date of submission. The Bidder's proposal must be received at the Richmond Ambulance Authority's Executive Offices in a sealed package on or before **3:00 pm ET on October 17, 2024**. Late submissions will not be accepted, will be considered as non-responsive, will not be evaluated and will be returned to the Bidder unopened.

Proposal packaging must be clearly marked "Professional Collection Services Proposal - Attention: Kiko Omar White, Compliance Manager."

Proposals are to be delivered to:

Richmond Ambulance Authority
2400 Hermitage Road
Richmond, VA 23220

Facsimile responses will not be accepted. Email responses will not be accepted. Any proposal received after the submission deadline will not be accepted. All proposals submitted must be signed by an individual authorized to enter into an agreement with the Authority.

3.5 Inquiries

Efforts have been made to ensure the RFP provides adequate explanation. However, should Bidder(s) have any questions or require further clarification, they are advised to direct all communication regarding this procurement in writing to the RAA Principal Contact, Kiko Omar White, at Kiko.White@raaems.org. The submission of questions shall be made no later than **5:00pm September 19, 2024**. Answers to substantive questions raised by any Bidder shall be sent in written form to every potential Bidder that RAA was aware of that received a copy of the RFP.

Bidders(s) are **prohibited** from contacting any member of RAA, its staff, RAA Board of Directors, its counsel, or any member of the City Council of Richmond, Virginia, except as noted above. RAA will not be responsible for any oral instructions given with regard to the completion

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and submittal of any proposal. Any information obtained by Bidders(s) from any source, other than written communication from the RAA Principal Contact, shall be considered unofficial and quite possibly in error.

3.6 Requests for Modification

RAA reserves the right to request that the Bidders(s) modify the proposal to more fully meet the needs of RAA.

3.7 Requests for Additional Information

The Bidders(s) shall furnish such additional information as RAA may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the services.

RAA reserves the right to verify the qualifications of the Bidders(s) or any of its agents, as it deems appropriate.

4. Evaluation Factors and Award

4.1 Competitive Selection

This procurement will comply with applicable RAA Policy. Evaluation factors outlined in Section 4.2 below shall be applied to all eligible, responsive Bidders(s) in comparing proposals and selecting the successful Contractor(s). Award of a contract may be made without discussion with Bidders after proposals are received. Proposals should, therefore, be submitted on the most favorable terms. RAA reserves the right not to select any Contractor.

4.2 Evaluation Factors – (100 total points)

- 20 points - Experience and Performance History (Collection Rate)
- 20 points - Pricing (Commission Rate)
- 15 points - Methodology (Procedures, Technology, Reporting)
- 10 points - Qualifications (Key personnel, HIPAA, FDCA)
- 15 points - Experience in Healthcare Collections
- 10 points - Virginia Jurisdiction/ local representation in the court system
- 10 points – MBE/ESB Participation*

***MBE/ESB Participation**

RAA is working with the City of Richmond to develop its minority and emerging small business communities. It is an important objective of the Richmond Ambulance Authority to promote the economic enhancement of minority and emerging small businesses. RAA strongly encourages non-minority prime contractors/vendors to subcontract with MBE/ESB to meet the project goal.

With the issuance of this RFP, RAA intends that MBE/ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of any awarded contract.

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This criterion considers the Contractor’s “good faith minority business enterprise and emerging small business participation efforts” as defined in the Code of the City of Richmond Section 21-4. Points are awarded based on the Contractor’s certification with the City of Richmond, past good faith efforts and planned MBE/ESB participation that relate to the project. Contractors who are not MBE/ESB certified may earn participation points by either being a small, women-owned, and minority-owned business (“SWaM”) or by subcontracting at least five (5) percent or more of this contract with an MBE/ESB certified vendor(s). All MBE/ESB documentation and certifications must be included in the proposal (*See Attachment C*).

MBE/ESB Certification

- A. All Minority Business Enterprise vendors and subcontractors must be registered with the City of Richmond’s Office of Minority Business Development (“OMBD”) and certified by the City of Richmond Department of Minority Business Enterprise or a comparable certifying entity as an MBE.

- B. All Emerging Small Business vendors and contractors must be certified by the OMBD.

4.3 Evaluation of Proposals

Proposals will be evaluated according to the established evaluation criteria outlined in Section 4.2. RAA reserves the right to select one (1) or more Bidder proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work.

RAA may initiate interviews and may conduct negotiations with each of the selected Bidders. During negotiations, proposals may be revised by the Contractor and RAA may obtain best and final offers. Once negotiations are completed, RAA may again make a determination as to whether the Bidder has the capability, integrity or reliability to provide the required services.

Only proposals from responsible Bidders that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by RAA.

Should RAA determine that only one Bidder is fully qualified or that one Bidder is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Bidder if RAA finds that such a selection is in the best interest of RAA.

4.4 Opening

At a designated time and date, the Chief Executive Officer or his designee will open and list the proposals for the record. This is not a public opening. The proposals, if responsive and responsible, will then be forwarded to an evaluation committee for review. Responses received after **3:00 pm ET on October 17, 2024**, will be deemed non-responsive and will be returned unopened.

5. General Terms and Conditions

- 1. Proposals submitted may be reviewed and evaluated by any person(s) designated by RAA. Proposals that do not comply with the conditions and requirements of this RFP may be rejected as non-compliant. RAA will be the sole determinant of compliance or non-compliance.

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2. RAA reserves the right to reject any and all proposals submitted or to negotiate separately with any source in any manner necessary to serve the best interest of the project.
3. RAA will not pay for the information solicited by this RFP. All costs incurred by a Contractor(s) in the preparation of a proposal and demonstrations are the responsibility of the Contractor(s).
4. Personnel of RAA, or representatives upon consent of the RAA Principal Contact, may contact the Contractor's references as submitted in its proposal to substantiate the Contractor(s) capabilities and reliability, Contractor(s) performance, and overall service. Contractor(s) is expected to cooperate fully with RAA personnel or its selected representatives to verify Contractor claims.
5. Contractor(s) may be asked to provide audited financial statements.
6. RAA intends to negotiate a contract which would obligate the Contractor(s) to meet any warranties and representations made during the selection process. The final Contractor's offering, as well as this RFP, will be included as an addendum in any contractual arrangement. The contract will adhere to the laws of the Commonwealth of Virginia and the United States of America.
7. The Authority reserves the right to make awards under this Request for Proposal to more than one Contractor if the Authority determines that doing so is in the best interests of the Authority. Each contract awarded will include an exhibit specifying the portion of the scope of services awarded to that Contractor.
8. The Authority advises that all proposals submitted under this RFP will become the property of the Richmond Ambulance Authority and will not be returned.
9. All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
10. All materials submitted to RAA become public property and are subject to the Freedom of Information Act upon receipt. In accordance with Virginia Code 2.2-4342(F), trade secrets or proprietary information submitted by a Contractor in connection with this procurement transaction are not subject to the Virginia Freedom of Information Act; however, the Contractor must:
 - a. Invoke the protections of Virginia Code 2.2-4342 prior to or upon submission of the data or other materials,
 - b. Identify the data or other materials to be protected, and
 - c. State the reasons why protection is necessary.
11. Budgets and price quotations are considered public information in proposals submitted to the Authority. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary may also render the proposal non-responsive.

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- 12.** RAA reserves the right to ask Contractor to address requirements that may have been omitted from this RFP. Should additional requirements be identified, they will be submitted to Contractor in writing as an addendum to this document.
- 13.** Employment Discrimination. Pursuant to Virginia Code 2.2-4311, the following applies to any contract resulting from this RFP:
- a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 14.** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RAA or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. RAA further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RAA are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Richmond Metropolitan area.
- 15.** RAA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, RAA reserves the right to terminate any resulting contract immediately if the Contractor breaches any terms or conditions of such contract or if the Contractor makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and has not cured such bankruptcy after 90 calendar days. Such right of termination is in addition to and not in lieu of any other remedy that the RAA may have in law or equity.

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- 16.** During the period of the Contract, RAA reserves the right to require the Contractor to furnish certificates of insurance for the coverage required as indicated.
- a. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.
 - b. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
 - c. Statutory Workers' Compensation and Employers' Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker's Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.
 - d. Professional Liability (i.e. Legal Malpractice) Insurance with limits of not less than \$1,000,000 per claim.
 - e. Privacy and Breach of Information Liability Insurance that shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract:
 - i. Dissemination of Information in Violation of Right of Privacy;
 - ii. Collecting Information in Violation of Right of Privacy;
 - iii. Theft and use of Information in Violation of Right of Privacy;
 - iv. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).
- 17.** Cyber/Privacy Liability with minimum limits of \$2,000,000 per claim and where personal data is accessible to Contractor limits of at least \$5,000,000, and provides for, at least:
- a. Liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information and any related forensic costs, crisis management costs, investigation costs;
 - b. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to services, including denial of service, unless caused by a mechanical or electrical failure;
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon;

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- d. Any government investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and
 - e. Non-physical business interruption.
- 18.** The Contractor shall indemnify, defend and hold harmless RAA, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees.
- 19.** No portion of the work shall be subcontracted without prior written consent of RAA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor(s) shall furnish the Principal Contact the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract.
- 20.** All services provided by the Contractor pursuant to this agreement shall be performed to the satisfaction of the RAA, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. The Contractor shall not receive payment for work found by RAA to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 21.** RAA encourages the use of minority and emerging small businesses on all RAA contracts to the fullest extent reasonably possible. The Richmond city's Office of Minority Business Development is available at 804-646-5947 as a resource in identifying local minority-owned businesses and emerging small businesses.
- 22.** Non-Collusion, Non-Conflict of Interest and Anti-Lobbying: Contractor(s), including their officers, owners, agents, representatives, sub consultants, employees, or parties in interest:
- a. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation, or other Contractor(s) or potential Contractor(s) regarding the amount of their proposal or the terms or conditions of their proposal.
 - b. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation, or other Contractor(s) or potential Contractor(s), any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Contractor(s). Contractor(s) shall not pay money or anything of value in the future for these purposes.
 - c. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Contractor(s), which all Contractor(s) had notice of.

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- d. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Contractor(s) receive a contract award in response to their proposal, no agent, representative, consultant, or sub consultant affiliated with the Contractor(s), who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 - e. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - f. Shall certify that no officer or stockholder of their company is an employee of RAA or is related to any employee or Board member of RAA.
 - g. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any RAA Board or staff reviewing the proposals, except in the course of RAA-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by RAA Board of Directors.
 - h. The Contractor warrants that it and all of its subcontractors are not and will not during the life of this Contract be in violation of Virginia Code 2.2-4372 which provides as follows:
 - i. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
 - ii. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
 - iii. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
 - iv. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.
- 23. Non-Exclusion from Medicare and/or Medicaid:** Neither Contractor nor any officer, director, employee, agent, or owner of Contractor shall have been excluded from participation in neither the Medicare Program nor any state Medicaid Program.
- 24. Contractual Claims.** The procedure for the resolution of contractual claims shall be as set forth in Virginia Code 2.2-4363(C).

RICHMONT AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01

- 25. Drug Free Workplace.** Pursuant to Virginia Code 2.2-4312 during the performance of this contract, the Contractor agrees to:
- a. Provide a drug-free workplace for the Contractor's employees;
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 26. Faith-Based Organizations.** Pursuant to Virginia Code 2.2-4343.1(D), the Authority does not discriminate against faith-based organizations.
- 27. Advertising.** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to RAA will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 28. Availability of Funds.** It is understood and agreed between the parties herein that RAA shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENTS

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENT A

COVER SHEET

(Completed Form shall be submitted as Proposal Cover Pages)

TWO PAGES

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

Solicitation Number:	24-01
Proposal Name:	Professional Collection Services
Due Date and Time:	October 17, 2024 at 3:00 p.m. ET

PROPOSER INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(____)____-_____
Employer Identification Number (EIN)	____-____
Social Security Number (only if a EIN is NOT provided)	____-____-____
Representative Name/Title	
Representative Telephone Number	(____)____-_____
Representative Email Address	

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number:

or

Firm/Company is not required to have/maintain registration because:

2. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

3. **MEMBER IN GOOD STANDING**

On accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned certifies, if applicable, that its attorneys assigned to this Richmond Ambulance Authority contract are licensed in the Commonwealth of Virginia and are members in good standing with the Virginia State Bar.

4. **AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 120 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm/Company Name: _____

Signature: _____

Print Name: _____

Date: _____

Title: _____

(This form must be signed)

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENT B

REFERENCE FORM

ONE PAGE

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

BIDDER/CONTRACTOR _____

BIDDERS MUST LIST FOUR (4) **REFERENCES** FOR WHOM SIMILAR WORK HAS BEEN PERFORMED DURING THE PAST THREE (3) YEARS.

REFERENCE 1	
CLIENT NAME	
CONTACT NAME	
ADDRESS (STREET)	
ADDRESS (CITY, STATE)	
TELEPHONE NUMBER	
EMAIL ADDRESS	

REFERENCE 2	
CLIENT NAME	
CONTACT NAME	
ADDRESS (STREET)	
ADDRESS (CITY, STATE)	
TELEPHONE NUMBER	
EMAIL ADDRESS	

REFERENCE 3	
CLIENT NAME	
CONTACT NAME	
ADDRESS (STREET)	
ADDRESS (CITY, STATE)	
TELEPHONE NUMBER	
EMAIL ADDRESS	

REFERENCE 4	
CLIENT NAME	
CONTACT NAME	
ADDRESS (STREET)	
ADDRESS (CITY, STATE)	
TELEPHONE NUMBER	
EMAIL ADDRESS	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF THE PROPOSAL.

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENT C

**MINORITY BUSINESS ENTERPRISE
AND/OR
EMERGING SMALL BUSINESS PARTICIPATION FORM**

Two PAGES



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

<http://www.RichmondGov.com/MBD>

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN	
PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method				ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXXX	Other Excavation	10%	2
	2				
	3				
	<input type="checkbox"/>				
	*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:			TOTAL DOLLAR AMOUNT	TOTAL % OF CONTRACT
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND					
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL:				DATE:	



(Turn Over)

**Attachment A – Form of Information Documenting
Method of Contact**

MBE/ESB Name Contact Person Address Phone Number Fed ID Number	Telephone	Fax	Email	Newspaper or Other Publication	Other	Response of Contacted Firms	Enter Below Code for Ownership of each MBE Firm.
	Telephone # & Date of Contact	Fax # & Date of Contact	Email Address & Date of Contact	Name of Newspaper or Other Publication Date (s) of Advertisement	Separate Written Statement with any supporting documentation for each contract	MBE/ESB Response Yes, No, No Response or Comment	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)
ABC Co., Inc. Joe Johns 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	(804)555-5555 01/20/21	(804)555-5555 01/20/21	ABC@gmail.com	Times Dispatch	See Attachment	Yes	1

Additional copies can be made

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENT D

**MINORITY BUSINESS ENTERPRISE
AND/OR
EMERGING SMALL BUSINESS
GOOD FAITH EFFORTS DOCUMENTATION CONTACTS
FORM**

Two PAGES



Minority Business Development

1500 East Main Street, 5th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

<http://www.richmondgov.com/MBD>

**Good-Faith Minority Business Enterprise
and Emerging Small Business Participation Efforts
Documentation of Contacts**

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

Request for Qualification or Request for Proposals No.: _____

Project Name: _____

Name of Contractor: _____

Part I – Method of Contact

How did you contact each Minority Business Enterprise or Emerging Small Business?

- A. **Telephone.** For each firm contacted: YES NO **How many MBE/ESB firms were contacted?**
- State the name of the firm, the name of the person contacted, the telephone number contacted and the date of the contact.
- B. **Fax.** For each firm contacted: YES NO **How many MBE/ESB firms were faxed information regarding this project?**
- State the name of the firm, the fax number contacted and the date of the contact.
 - Attach a copy of the fax transmittal sheet indicating receipt of the fax.
- C. **E-Mail.** For each firm contacted: YES NO **How many MBE/ESB firms were emailed?**
- State the name of the firm, the name of the person contacted by e-mail, the e-mail address at which you contacted the person and the date of the contact.
 - Attach a copy of the e-mail sent. All copies of e-mails must include metadata indicating "From," "To" and "Cc" e-mail addresses as well as the date and time of the e-mail.
- D. **Newspapers and Other Publications.** For each advertisement placed in a newspaper or other publication: YES NO
- State the name of the newspaper or other publication and the date or dates on which the advertisement was published.
 - Attach a copy of both the published advertisement and any solicitation advertised.
- E. **Other.** For methods of contact not included above: YES NO **If yes, see below instructions**
- Describe the nature of the contact.
 - As applicable, state the name of the person contacted, the name of the firm contacted and the date of the contact.
 - Attach a copy of any written documentation of the contact.

Attachment A sets forth the form in which the information required above must be submitted.

MBE/ESB-4 Good Faith Effort Form - Revised Date 1/20/2021

**RICHMOND AMBULANCE AUTHORITY
REQUEST FOR PROPOSALS
Solicitation Number: 24-01**

ATTACHMENT E

**MINORITY BUSINESS ENTERPRISE
AND/OR
EMERGING SMALL BUSINESS
GOOD FAITH EFFORTS PARTICIPATION FORM**

ONE PAGE



Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136
<http://www.richmondgov.com/MBD>

MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME:		CONTRACT NAME/NO:	
	CONTACT NAME:	PHONE #	Fax#	
	Email Address:			
	How long has your firm been in Business?			

If you can verify your firm has made past good faith efforts in the **Public or Private Sector** to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. **Enter Below Code for Ownership of each MBE Firm.**

- 1 = African American 2 = Hispanic American 3 = Asian American
 4 = American Indian 5 = Other (Specify Below)

Yes – may be eligible – Complete section below No – not eligible

CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE	DID YOU MEET THE MBE GOAL?	SCOPE OF WORK	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE	MBE/ESB Code

DEFINITIONS	MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
	A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.	The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less.,(2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)
2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.
3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.
5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. [In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6 -1.0 through 6-5.10.](#)
6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.
7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**
8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**

Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.