County of Dinwiddie
P.O. Drawer 70
Dinwiddie VA 23841
(804) 469-4500 ph (804) 469-4503 fax
http://www.dinwiddieva.us

Request for Proposals – RFP-16-120716

THIRD-PARTY BILLING AND COLLECTION ADMINISTRATION SERVICES

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

Questions concerning sealed proposals should be in writing addressed to

Hollie R. Casey
Dinwiddie County

14016 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

(804) 469-4500 ext. 2150 Fax (804) 469-4503
or
E-Mail: hcasey@dinwiddieva.us

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1. PURPOSE

Request for Proposals Prepared By: Request for Proposals Number:

Hollie R. Casey **RFP-16-120716**
Accounting/Procurement Technician

Release date: December 7, 2016

Deadline: January 10, 2017 @ 3 p.m.

PURPOSE

The purpose of this Request for Proposals is to solicit sealed proposals from vendors to provide Third-Party Billing and Collection Administration Services for the Division of Fire & Emergency Medical Services.

If you are an individual with a disability and require a reasonable accommodation, please notify Hollie R. Casey at **(804) 469-4500 ext. 2150**, at least three working days prior to the date due.

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

2. BACKGROUND

Dinwiddie County is a rural jurisdiction of 504 square miles with a population of approximately 28,000 located in south central Virginia. The County responds to approximately 3650 requests for emergency medical services ("EMS") annually. The County currently bills for those services and seeks to continue to recover the costs of providing such services. The County currently bills for EMS services by providing electronic ambulance run reports to a Third-Party Billing and Collection Administration Contractor.

3. STATEMENT OF NEEDS

Dinwiddie County is seeking the services from a qualified vendor to provide the following services:

A. Provide comprehensive Third-Party Billing and Collection Administration Services including the monthly billing, follow-up on accounts billed, and collection of EMS (Emergency Medical Services) accounts. The collection of EMS accounts does not include instituting legal actions on behalf of the County or the Division of Fire and EMS.

B. Provide and maintain all necessary equipment, including but not limited to, the hardware and software necessary to carry out the overall administration and claims functions. Said equipment

shall be compatible and electronically interfaced with the field collection data software system of choice used by County EMS personnel.

C. Provide monthly financial statements, prepared according to Generally Accepted Accounting Principles (GAAP) showing accounts billed, received, and adjusted by the 10th day of the following month. Example: January report due by February 10.

D. Meet with a County representative on a bi-annual basis, or more frequently if deemed necessary by the County, to discuss Contractor's performance.

3.1. County's Responsibilities

A. Using County's field data collection software, County shall provide ambulance run reports to Contractor on all transports within five (5) business days. The charges for each transport will be determined by the procedures performed and diagnostic information given in the narrative section of the run report. Should this information be missing or be in error on the run report, Contractor shall notify County and County will be responsible for obtaining the information from the ambulance transport personnel, and forward said information to Contractor within five (5) business days from notification of error.

B. The County shall supply all available information to the Contractor in order to enable Contractor to identify the patient serviced, the medical necessity of the claim, the party or parties responsible for payment and any other information regarding insurance coverage, if applicable.

C. County shall obtain signature(s) of the patient and/or responsible party at the time of transport. Should County fail to obtain the necessary signature(s), or be unable to obtain the necessary signature(s), it shall then be Contractor's responsibility to send a letter to the patient and/or responsible party in order to obtain signature(s).

D. County shall maintain copies of all collection records of paid and uncollectible claims for a minimum of seven (7) years from the date of the original billing, unless County is required to dispose of the records by law.

E. County shall process all refund requests received from Contractor within thirty (30) days after receipt.

F. County shall remit payment for services to Contractor within thirty (30) days after receipt of billing invoice.

3.2. Contractor's Responsibilities

A. Upon receipt of information from County, Contractor shall process all patient and third-party insurance claims in a timely manner.

B. Within two (2) business days, Contractor shall deposit all monies received into an account designated by County for receipt of said funds.

C. Contractor shall provide collection follow-up for third party insurance claims including, but not limited to, pursuing payment of rejected accounts, re-billing as necessary, collection of patient co-pays, and other tasks necessary to process third-party insurance claims.

D. Contractor shall provide monthly accounts receivable reports to County's designated representative, by the 10th day of the following month. The following information shall be provided on each monthly report:

   1. Charge journal – monthly ticket register
   2. Receipt journal – transaction audit report
   3. Adjustment journal – transaction audit report
   4. Aged trial balance – accounts receivable aging by source; including accounts to be considered for bad debt write-off

E. Contractor shall provide adequate protection for all data and accounts receivable information. The Contractor shall perform back-up routines on a regular basis and shall secure all data by off-site storage of back-up media.

F. Contractor shall ensure that all information and data obtained as to personal identities, facts and circumstances related to patients or clients will be collected and held as confidential, during and following the term of this agreement, and will not be divulged without the individual's and County's written consent - except as necessary for the performance of the contracted administration and claims functions. Furthermore, Contractor shall comply with all federal, state and local laws and regulations concerning confidentiality of information.

   Contractor shall comply with all aspects of HIPAA, and shall enter into a Business Associate Agreement or other appropriate agreement with the County in a form approved by the County Attorney.

G. Contractor shall maintain all third party claim forms, vouchers and any other records necessary or useful for the processing of collection claims. These records shall be maintained on the Contractor's premises until a claim has been paid or deemed uncollectible. An account will be deemed "uncollectible" if either of the following conditions applies:
   1. Contractor has billed the patient and/or responsible party and identified all third party carriers, if any, a minimum of two (2) times and received no payment.
   2. A payment arrangement is established and then subsequently broken by missing two installments.

   All file information for claims paid or deemed uncollectible shall be turned over to County or County's designee within thirty (30) days.

H. Contractor shall forward to County all copies of payment documentation, deposit documentation, refund documentation, and correspondence pertaining to the billing of the patient and/or insurance company after processing and shall process all refunds in a timely manner.

I. Contractor shall provide County EMS personnel with training on an ongoing basis to ensure completeness and proper documentation of patient care/medical necessity.

J. Contractor will bill County by the 10th day of each month for all services provided in the preceding month.

3.3. Performance Monitoring

A. County shall have the right to conduct inspections of Contractor's premises during normal business hours without prior notice to Contractor. The purpose of such inspection is to confirm that County citizens are being treated in a cordial manner by Contractor's personnel, and that County-supplied records are being properly maintained in a controlled, confidential and secure fashion.

B. County shall have the right to independently verify Contractor's activities through direct contact with delinquent accounts without notice to Contractor.

C. Upon five (5) business days notice, Contractor shall permit County and its agents or designee the right to audit all records pertaining to services performed.

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1. General Instructions

A. In order to be considered for selection, offerors must submit a complete response to this RFP. Four (4) hardcopy proposal submittals (one original and three copies) and one electronic copy via CD-ROM or USB Drive (to include a complete copy of the proposal and a redacted copy) shall be submitted. No other distribution of the proposal shall be made by the offeror. Electronic copies of the proposal shall be provided in a single file in PDF format.

B. Proposals shall be marked and submitted in a sealed envelope properly identified as directed in the Section 5.2 "Identification of Proposal Envelope".

C. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.

D. Proposals shall be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without

disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

E. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

F. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

G. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

H. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. NO 3-ring binders please.

I. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

J. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.

The County is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.

K. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

L. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

4.2. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

A. Return Section 11 of the RFP and all addenda acknowledgments, if any, signed and filled out as required.

B. A written narrative statement to include:
   1. Company profile, qualifications and experience in providing services described in this RFP
      i. The size and structure of the organization, whether it is local, regional, national or international in operations.
      ii. Names, qualifications and experience of personnel to be assigned to the project.
      iii. The location of the office from where the work on this engagement is to be performed and the number and nature of the staff to be employed in the engagement on a full-time basis and the number and nature of staff to be employed on a part-time basis.
   2. Similar engagements with other Government Entities. Provide a list of representative clients currently served with focus on clients of similar size and complexity to the County. Please include contact name and phone for each client.
   3. Specific plans for providing the proposed goods/services including software and hardware to be provided, used and maintained and equipment needs (hardware and/or software) to be provided, used and maintained by the County.

C. Non-Binding Cost Estimate (NBCE). NBCE shall be submitted in a separately sealed envelope with all proposals. The envelope shall be marked with the company name, RFP number and NBCE. These estimates will not be opened until after the top proposals have been selected, after which the estimates could be used in making the final selection.

Fee Schedules shall include cost for providing services and required reports. It may be a percentage basis of collection totals plus a one-time administrative setup fee, if any.

5. Acceptance of Proposals / Award of Contract

5.1. Qualifications of Offerors

During the evaluation process, the County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerer(s) to perform the services/furnish the goods and the Offeror(s) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.2. Identification of Proposal Envelope

The complete and signed proposal must be returned in an envelope or package, sealed and identified as follows:

- Name and Address of Offeror
- Due Date - January 10, 2017 @ 3 p.m.
- RFP Number – RFP-16-120716
- RFP Title – Third-Party Billing and Collection Administrative Services

The envelope should be addressed to:

Attn: Hollie R. Casey
County of Dinwiddie
14016 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, VA 23841.

If a proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation.

5.3. Tentative Award Schedule

Proposals Due	January 10, 2017
Shortlist Interviews/Presentations	January 23-27, 2017
Intent to Award Contract	February 6, 2017

County Board for Supervisors Meeting	February 21, 2017
Notice of Award	February 22, 2017

5.4. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the procurement agent whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date**. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at http://www.dinwiddieva.us, on the Purchasing page.

5.5. Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

5.6. Receipt and Opening of Proposals

5.6.1. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.

5.6.2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

5.6.3. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

5.7. Evaluation Criteria

Proposals will be evaluated by the County using the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations.

	Point Value
1. Specific approach and work plan to be used to perform the services	30
2. Experience and qualifications of personnel assigned to perform the services	25
3. References from other clients	20
4. Responsiveness and completeness of the proposal	10
5. Non-binding cost estimate	15
	100

The County reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the County's best interest. It is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D).

5.8. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at http://www.dinwiddieva.us, Purchasing page. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Hollie R. Casey, 14016 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 (hcasey@dinwiddieva.us) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

5.9. Award of Contract

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

5.10. Term of Contract

Contract will be awarded to the successful Offeror for an initial period of twelve (12) months beginning July 1, 2017, with the option for renewals under the terms and conditions of the original contract for up to four (4) additional twelve (12) month periods, unless either party gives written notification to the other party ninety (90) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at time of renewal.

5.11. Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Contractor; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

5.12. Work Authorization

No work shall be performed under this contract until the Contractor has been contacted by the Division Chief of Fire & EMS or such person or persons as authorized by the County. A list of

authorized personnel will be provided to the successful Contractor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

6. REPORTING AND DELIVERY INSTRUCTIONS

Once a contract has been awarded, all communication and documentation for the project shall be directly to the Project Manager: Dennis Hale, Division Chief of Fire & EMS, Dinwiddie County, 13910 Courthouse Road, Dinwiddie, VA 23841, (804) 469-5388.

7. INVOICES & PAYMENTS

7.1. Invoices

Monthly invoices shall to be sent to: Accounts Payable, County of Dinwiddie, P.O. Drawer 70, Dinwiddie, Virginia 23841 or emailed to accounting@dinwiddieva.us.

7.2. Extra Charges Not Allowed

The prices shall be for completion of requested services, ready for the County's and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, shipping, handling, travel, mileage, insurance, bonds, expenses, overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by County.

7.3. Payment

Payment will be made within thirty (30) days after receipt of accurate invoice detailing the services performed during the previous month.

No payment will be made by County to subcontractors, if any. The Contractor shall be fully responsible for payments to subcontractors, if any, and for all invoicing to the County.

7.3.1. To Prime Contractor(s)

a. Contractor shall provide the County with a complete and accurate IRS Form W-9.

b. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.

c. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

7.3.2. To Subcontractors

a. Any Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the County and the subcontractor(s) within seven days, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

7.4. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

8. GENERAL TERMS AND CONDITIONS

8.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

8.1.1. **Offeror/Bidder:** One who submits a response to this solicitation

8.1.2. **County**: The term "County" shall mean the County which is the County of Dinwiddie, Virginia through the governing body, the Board, or other agent with authority to execute the contract for the County. The County's agent is the official with the authority to sign the contract on behalf of the County.

8.1.3. **Contractor**: The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

8.1.4. **Defective**: An adjective which refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.

8.1.5. **Notice**: All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

8.1.6. **Provide**: Shall mean furnish and install ready for its intended use.

8.1.7. **Subcontractor**: An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

8.2. Precedence of Terms

The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions, and Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.3. Laws, Regulations, and Courts

8.3.1. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.

8.3.2. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

8.3.3. This solicitation and any resulting contract(s) shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.4. Anti-Discrimination

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment.

The County does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

If the award of this contract is made to a faith-based organization or an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization form which the individual received or would receive the goods, services, or disbursements, the public body shall offer the individual, with a reasonable period of time after date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

By submitting their proposal, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).*

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of the contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any 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.

b. 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.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.5. Ethics in Public Contracting

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder/Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

8.6. Drug-Free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) 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 (iv) 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, 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.

8.7. Immigration Reform and Control Act of 1986
By submitting their proposals, Contractors certify that they do not and will not during the performance of this contract knowingly employ unauthorized workers as defined in or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.8. Debarment Status
By submitting its proposal, the Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

8.9. Antitrust
By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.

8.10. Authorization to Transact Business in the Commonwealth
In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to Section 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

8.11. Contractor Advertising
In the event a contract is awarded for supplies, equipment, or services resulting from this Request for Proposals, no indication of such sales or services to the County will be used in product literature or advertising. The Contractor shall not state in any of its advertising or

product literature that the County of Dinwiddie or any agency or institution of the County has purchased or uses its products or services, without written consent of the County.

8.12. Default

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.13. Claims

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 2.2-4363(C).

8.14. Severability

Any written contract resulting from this request for proposal shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

8.15. Indemnification

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

8.16. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Contractor's working hours. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

County personnel may perform in-progress and post-audits of the Contractor's records as a result of a contract awarded pursuant to this Request for Proposals.

8.17. Taxes

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Vendor and become a part of real property. Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The Contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments.

8.18. Patents

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the County, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the County. The County may direct that some other invention, process, technique, article, or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, he shall be responsible for any loss due to the infringement.

8.19. Insurance

By signing and submitting a bid or proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder/Offeror further certifies that the Contractor and any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence, $2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, VA, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

4. Automobile Liability - $1,000,000 per occurrence.

5. Umbrella Liability - $1,000,000 per occurrence.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT.

8.20. Proprietary Information

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Bidder/Offeror in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (FOIA) (2.2-3700 et seq.); however, the Bidder/Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Failure to comply with these steps shall result in loss of the Bidder/Offeror's FOIA exemption.

8.21. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

8.22. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor

intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

8.23. Cancellation of Contract

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 90 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8.24. Contractor's Right to Stop Work or Terminate the Contract

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within thirty (30) days when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the County, stop

work or terminate the contract and recover from the County payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.25. County's Right to Terminate the Contract for Cause

8.25.1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

8.25.2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.25.3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up

registered or certified mail addressed to the last known address shall be deemed to be delivery.

8.25.4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.

8.25.5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

8.26. Termination by County for Convenience

8.26.1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

(1) All amounts then otherwise due under the terms of this contract as of the latest request for payment,

(2) Amounts due for work performed subsequent to the latest request for payment through the date of termination, and

(3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

8.26.2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

9. SPECIAL TERMS AND CONDITIONS

9.1. Continuity of Services

a.) The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
(ii) To make all County owned data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
(iii) That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to County approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

9.2. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation for Bids (RFP), if the RFP or RFP specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

9.3. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

10. LIST OF ATTACHMENTS

Attachment A – Dinwiddie County Fire & EMS Fact Sheet

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11. TERMS AND SIGNATURE SHEET

RFP 16-120716
Third-Party Billing and Collection Administration Services

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP 16-120716. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Signature: _____ Date: _____

Name (type or print): _____

Official Title: _____

Company Name: _____

FIN or SSN: _____

State of Incorporation: _____

Address: _____

_____

Telephone: _____

E-Mail: _____

Fax: _____

Please list all subcontractors, if any:

Company Name, Address *License #*

_____

_____

11.1. STATE CORPORATION COMMISSION REGISTRATION

Virginia State Corporation Commission (SCC) registration information. **The Offeror:**

☐ is a corporation or other business entity with the following SCC identification number: _____
OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

11.2. REFERENCES

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

_____

_____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

_____

_____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

_____

_____

Contract Dates: From _____ To _____

ATTACHMENT A
Dinwiddie County Fire & EMS Fact Sheet

All statistics are based on a twelve month period ending October 31, 2016.

Hospital Transported to: Southside Regional Medical Center, Petersburg, VA

Other hospitals in Richmond-Tri Cities Area and air medical landing zones make up approximately 9 % of transports

Payment Method: P.O. Box provided by vendor and via credit card through vendor website

Current Provider: MED3000

Current Rate: 5% of net cash receipts

Current ePCR vendor: Imagetrend Elite EMS Field Bridge (Dinwiddie)

Billable Transports: 2019 (All emergency transports)

Average mileage per transport: 22

95% of calls are run by ALS staffed ambulances

Number/Percentage of Transports:	BLS	858/42.5%
	ALS	1111/55%
	ALS 2	50/2.5%

Transport Fees:	BLS	$385.00
	ALS	$470.00
	ALS 2	$700.00
	Mileage	$9.00

Last rate increase December 2010. Open to recommendations

Total Gross Charges: $1,209,269

Total Gross Receipts: $583,528 ($289.02 per transport)

Charge Percentages by Payor:	Medicare	40.9%
	Medicaid	15.5%
	3rd Party	41.3%
	Self Pay	2.3%

Payment Percentages by Payor:	Medicare	45.7%
	Medicaid	9.8%
	3rd Party	35.1%
	Self Pay	9.4%

No charge for non-transports. No supplies are charged.

Bad Debt Write Offs: -$152,441.65

Discounts Medicare: -$15,060.04
Medicaid -$15,658.35
3rd Party -$33,564.65

Dinwiddie County does offer a subscription program with approximately 1100 participants.