



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

Joint Request for Proposals – RFP-24-031524

THIRD-PARTY BILLING AND COLLECTION ADMINISTRATION SERVICES

This procurement is governed by the Virginia Public Procurement Act and the County/City Procurement 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

14010 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

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

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1. PURPOSE

Request for Proposals Prepared By:

Request for Proposals Number:

**Hollie R. Casey
Procurement Officer**

RFP-24-031524

Release date: March 15, 2024

Deadline: April 12, 2024 at 2 p.m. EST

PURPOSE

<p>The purpose of this Joint Request for Proposals is to solicit proposals from vendors to provide Third-Party Billing and Collection Administration Services for the Fire & Emergency Medical Services Division of Dinwiddie County, the City of Colonial Heights and Goochland County.</p>
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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 28,600 located in south central Virginia. The County responds to approximately 4,300 requests for emergency medical services (“EMS”) annually.

Colonial Heights is an independent city just over 8.15 square miles with a population of 18,500. The City responds to approximately 4,500 requests for emergency medical services (“EMS”) annually.

Goochland County is a predominantly rural community of 280 square miles with an estimated population of 26,600. The County responded to 4,376 calls for service in 2023, of which 3,376 or 77% were emergency medical services (EMS) or related incidents.

Each entity bills for these services and seeks to continue to recover the costs of providing such services. They currently bill for EMS services by providing electronic ambulance run reports to a Third-Party Billing and Collection Administration Contractor.

3. STATEMENT OF NEEDS

This is a joint RFP with Dinwiddie County, the City of Colonial Heights and Goochland County. Reference of “County” or “City” in this RFP shall be understood to mean all three entities.

The County/City 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/City or the Division/Department 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/City 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/City representative on a bi-annual basis, or more frequently if deemed necessary by the County, to discuss Contractor's performance.

3.1. County/City Responsibilities

- A. The County will provide the Contractor with access to its field data collection software or electronic patient care report (ePCR) software. Using County's 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. At least once a week the Contractor shall pull data from the County's ePCR software and process all patient and third-party insurance claims in a timely manner.
- B. The Contractor shall provide a comprehensive automated billing and collection system that is compatible with the County's ePCR System. The system shall contain a file for each patient with, at a minimum, the following information:
- Contractor's patient account number
 - Patient full name
 - Patient date of birth
 - Patient social security number
 - Patient's mailing address
 - Patient's county resident status
 - Insurance information
 - Account status
 - Date of last invoice and/or information request
 - Any account history or notes for accounts with open or active status.

The system shall also contain a file for each patient claim/transport with, at a minimum, the following:

- Agency incident number
- Service agency number
- Date of service
- Contractor's claim number
- Contractor's patient account number
- Patient name
- Patient date of birth
- Patient social security number
- Original billing amount
- Amount paid to date per incident
- Claim status
- Billing date

The system should allow for entry and review of free text comments for all patient accounts; and for the generation of reports in Excel format.

- C. The Contractor shall provide the County with access to their billing and collection system to view data and run reports as needed.

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- D. Within two (2) business days, Contractor shall deposit all monies received into an account designated by County for receipt of said funds.
- E. 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.
- F. 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
- G. 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.
- H. 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.

- I. 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.

- J. 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.

- K. Contractor shall provide County EMS personnel with training on an ongoing basis to ensure completeness and proper documentation of patient care/medical necessity.
- L. Contractor will bill County by the 10th day of each month for all services provided in the preceding month.
- M. Contractor shall develop processes/systems with area hospitals to obtain billing and insurance information for patients that are transported to their facility.

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 in ONE of the following ways:

- i. Hard Copy Submission:

- Submit one (1) hardcopy proposal and one electronic copy via CD-ROM or USB Drive. Please include a redacted copy of the proposal in electronic form if applicable. The proposal shall be bond or contained in a single volume where practical. No 3-ring binders please.

Envelopes shall be marked with the following information:

- Name and Address of Offeror
- Due Date – April 12, 2024 at 2 p.m.
- RFP Number – RFP-24-031524
- RFP Title – Third-Party Billing and Collection Administration Services

The envelope should be addressed to:

Attn: Hollie Casey
County of Dinwiddie
14010 Boydton Plank Road

P.O. Drawer 70
Dinwiddie, Virginia 23841

If the 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.

ii. Electronic Submission:

Electronic proposal submissions are now accepted through Vendor Registry. Go to www.dinwiddieva.us/purchasing, click Current Solicitations, click the solicitation and click Submit Bid. You will be asked to login or register with Dinwiddie County in order to submit a proposal. If applicable, please include a redacted copy of the proposal as a separate file.

No other distribution of the proposal shall be made by the offer. Electronic copies of the proposal shall be provided in a single file in PDF format, unless otherwise stated.

- B. 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.
- C. 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. Proposals 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. Proposals 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 proposal 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 proposal 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.
- D. 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.
- E. 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

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- 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
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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 10 of the RFP and all addenda acknowledgments, if any, signed and filled out as required.
- B. A written narrative statement to include:
- i. Company profile, qualifications and experience in providing services described in this RFP
 1. The size and structure of the organization, whether it is local, regional, national or international in operations.
 2. Qualifications and experience of the company and personnel to be assigned to the project to include resumes.
 3. 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.
 - i. 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.
 - ii. 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. Pricing.
Pricing 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

The Offeror shall have the following qualifications in order to be considered:

- Have and maintain the proper licenses required for the work to be performed.
- Have satisfactory work experience of similar size and complexity or larger in the past two years.

During the evaluation process, the County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror(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 proposal 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. Ethics in Public Contracting

By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other 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 Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each 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 Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this solicitation.

5.3. Tentative Award Schedule

Deadline for Questions	April 5, 2024
Proposals Due	April 12, 2024
Shortlist Interviews/Presentations	May 8-9, 2024
Notice of Intent to Award	May 16, 2024
Dinwiddie Co Board for Supervisors Meeting	May 21, 2024

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

A. 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.

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

	<u>Point Value</u>
1. Specific approach and work plan to be used to perform the services	40
2. Experience and qualifications of company and personnel assigned to perform the services	35
3. Responsiveness and completeness of the proposal	10
4. Price	<u>15</u>
Total	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>. 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, 14010 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 twenty-four (24) months, with the option for renewals under the terms and conditions of the original contract for up to three (3) additional twelve (12) month periods, unless either party gives written notification to the other party one hundred twenty (120) 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 County/City. Prices shall remain the same for the initial twenty-four (24) month term. Price increase may be negotiated only 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 directed to the Project Managers, whom contact information is located on the County/City Fact Sheets. **Do not contact a Project Manager prior to the execution of a contract.**

7. **GENERAL TERMS AND CONDITIONS**

7.1. 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:

A. **Offeror:** One who submits a response to this solicitation

B. **County/City:** The term “County”, “City”, or “County/City” shall mean the County of Dinwiddie, Virginia, the City of Colonial Heights and Goochland County together through the governing body, the Board, or other agent with authority to execute the contract for the County. The County/City agent is the official with the authority to sign the contract on behalf of the County.

- C. **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.
- D. **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.
- E. **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.
- F. **Provide:** Shall mean furnish and install ready for its intended use.
- G. **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.

7.2. Laws, Regulations, and Courts

- A. This procurement is governed by the Virginia Public Procurement Act and the County/City Purchasing Policies and Procedures.
- B. 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.
- C. All solicitations or contracts issued shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County/City, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

7.3. Taxes.

Pursuant to Virginia Code Section 58.1-609.1(4), the county is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

7.4. Anti-Discrimination Statement by County.

The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is 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).

7.5. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
- i. 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.
 - 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 these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

7.6. Immigration Reform and Control Act of 1986.

Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

7.7. 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 Contractor.

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.

7.8. Authorization to Transact Business in the Commonwealth.

In order to contract with the County/City, 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 Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive negotiation, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 proposal a statement describing why the offeror is not required to be so authorized. Any 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 the Virginia Public Procurement Act 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. The County/City may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

7.9. Indemnification.

Contractor agrees to indemnify, defend and hold harmless the parties of this contract; 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.

7.10. Insurance.

Contractor certifies that 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. Contractor further certifies that the Contractor and any subcontractors will maintain this 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. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

- a. 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.

- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the 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, City of Colonial Heights and County of Goochland, its Officers, agents, and employees" shall be added 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.
- d. Automobile Liability - \$1,000,000 combined single limit.

7.11. Debarment Status.

The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

7.12. Payment.

- A. Contractor shall provide the county with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to the contacts listed on individual County/City Fact Sheets.
- 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 preferred method of payment for invoices under \$5,000 is with a visa credit card. If the vendor accepts visa payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. 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).
- H. The Contractor is obligated to: (1) 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) notify the

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- 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.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payments from the county, except for amounts withheld as stated in section G above.
 - J. These provisions apply to each sub-tier contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the county. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

7.13. Availability of Funds.

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

7.14. Assignment of Contract.

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

7.15. 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.

7.16. Changes to the Contract.

All contract modifications must be approved by proper authorities or their designees at Dinwiddie County, the City of Colonial Heights and Goochland County. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval.

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

- A. 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.

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- B. 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:
- i. By mutual agreement between the parties in writing; or
 - ii. 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
 - iii. 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.

7.17. Termination of Contract.

A. Termination for Cause.

- i. 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.
 - ii. 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
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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.

- iii. 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.
 - iv. 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.
 - v. Termination of the contract under this section is without prejudice to any other right or remedy of the County.
- B. Termination for Convenience
- i. 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:
 - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
 - Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
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- 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 foregoing, County shall have no further obligations to the Contractor of any nature.

ii. 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.

C. Termination by a Single Entity

All parties have the right to terminate their entity from the contract without changes to the terms and conditions of the original contract for the remaining entities. Termination may be for cause or convenience and must be documented with a contract amendment signed by all parties.

7.18. Contractual Disputes.

Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

7.19. 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. 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.

7.20. Patents, Copyright and Trademark.

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 such infringement.

8. SPECIAL TERMS AND CONDITIONS

8.1. 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 facilities, equipment, and 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 sixty (60) 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/City 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.

8.2. 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), if the 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.

8.3. 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.

8.4. Disaster Recovery and Continuity of Operations Plan

- A. The Contractor shall have a documented disaster recovery and continuity of operations plan in place and provide annual updates throughout the term of the contract. The purpose of this plan is to ensure secure and continuous operations to protect the best interests of the County/City.
 - B. The Contractor shall take reasonable precautions to ensure that the data processing facilities associated with operation of the County’s/City’s business provide sufficient protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
 - C. The disaster recovery plan for the proposed system should be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards.
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- D. The Contractor shall describe its disaster recovery plan for the proposed system. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The disaster recovery plan should include:
- i. Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
 - ii. Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
 - iii. File Protection: This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
 - iv. Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
- E. The continuity of operations plan should include:
- i. Identification of the essential functions related to this RFP and how they will be maintained.
 - Clear order of succession and delegation of authority so that the County/City and the Contractor's personnel know who will assume authority and responsibility of the Contractor's leadership if the current leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
 - Plans for alternate facilities from where the Contractor can perform its essential functions in a threat-free environment.
 - The availability and redundancy of critical communications systems to maintain communications with internal and external organizations, customers, and the public.
 - ii. The Contractor should use the following best practices for its disaster and recovery plan:
 - Regularly test contingency plans.
 - Maintain established procedures for responding to an incident.
 - Maintain an incident response notification policy for timely reporting and response to an incident including notification of the County/City.

8.5. Security Breach Notification

The Contractor must have a documented security breach detection and notification plan in place and provide annual updates throughout the terms of the contract. A copy of the Contractor's security breach plan should be shared with the County/City.

The Contractor must promptly notify the County/City of all confirmed security incidents or suspected security breaches within 10 working days of the breach. The notification should include the date of the confirmed security incident or suspected breach, the scope of the confirmed security incident or suspected breach, the Contractor's proactive response, if appropriate, to prevent similar breaches or incidents in the future, and identification of the party responsible for the confirmed security incident or suspected breach, if known.

9. LIST OF ATTACHMENTS

Attachment A – Dinwiddie County Fire & EMS Fact Sheet

Attachment B – Colonial Heights Fire & EMS Fact Sheet

Attachment C – Goochland County Fire & EMS Fact Sheet

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10. SIGNATURE SHEET

RFP 24-031524
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. 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 procurement 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 #

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 offeror 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 offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT A
Dinwiddie County Fire & EMS Fact Sheet

Primary Contact:

Dawn Titmus, Assistant Chief
Dinwiddie County
PO Box 70
Dinwiddie, VA 23841
(804) 469-5388
dtitmus@dinwiddieva.us.

Invoice Contact:

All invoices for Dinwiddie County shall be mailed to Accounts Payable, Dinwiddie County, PO Box 70, Dinwiddie, VA 23841 or emailed to accounting@dinwiddieva.us.

Subscription Program

Dinwiddie County offers a subscription program for citizens with approximately 1100 participants. The cost is \$29 a year for single coverage and \$59 a year per family coverage. Enrollment is handled by the County with enrollees information provided to vendor.

Current Ambulance Billing Contract

Current Provider: Change Healthcare

Current Rate: 4.25% of net cash receipts

Current ePCR Vendor: Imagetrend Elite EMS Field Bridge

Statistics

All statistics are based on the twelve-month period ending December 31, 2023.

Billable Transports: 2,425 (All emergency transports)

Total Calls for Service: 4,339

Average mileage per transport: 22

90% of calls are run by ALS staffed ambulances

Number/Percentage of Transports:	BLS	933 / 38.5%
	ALS	1,492/ 61.5%

Hospital Transported to:	Bon Secours-Southside Medical Center	90.6%
	Bon Secours-Colonial Heights Emergency Care Center	4.3%
	HCA Prince George Emergency Room	2.5%
	VCU Medical Center & Children's Hospital	1.0 %

Various other hospitals in Richmond-Tri Cities area and transfers to air medical landing zones make up the remaining 1.6%.

Payment Method: P.O. Box provided by vendor and via credit card through vendor website. Payments go to a lockbox. Lockbox costs are passed on to the County by the vendor. Credit card fees are paid by the vendor.

County Transport Fees: *Last rate increase August 2022.*

BLS	\$520.00
ALS 1	\$620.00
ALS 2	\$900.00
Mileage	\$12.00

Total Gross Charges: \$1,927,117.00

Total Gross Receipts: \$929,251.00 (\$383.20 per transport)

Contractual Adjustments: Approx. \$545,000.00

Collection Adjustments: Approx. \$8,000.00

Bad Debt: Approx. \$350,000.00

Delinquent accounts are not sent to a collections agency.

Gross Charges by Payor	Medicare	23.1%
	Medicare HMO	23.2%
	Medicaid	5.8%
	Medicaid HMO	18.7%
	BCBS	7.5%
	Commercial	2.0%
	CIGNA	1.5%
	United Healthcare	1.1%
	AETNA	1.1%
	Self Pay	15.8%

Gross Collections by Payor:	Medicare	28.1%
	Medicare HMO	28.3%
	Medicaid	0.7%
	Medicaid HMO	15.3%
	BCBS	11.1%
	Commercial	4.2%
	CIGNA	1.7%
	United Healthcare	1.4%
	AETNA	1.5%
	Self Pay	5.9%

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

ATTACHMENT B
Colonial Heights Fire & EMS Fact Sheet

Primary Contact:

T. Wayne Hoover
Colonial Heights
P.O. Box 3401
100 B. Highland Avenue
Colonial Heights, VA 23834

Invoice Contact:

All invoices for the City of Colonial Heights shall be mailed to Accounts Payable, Colonial Heights, P.O. Box 3401, Colonial Heights VA 23834 or emailed to AccountsPayable@colonialheightsva.gov.

Subscription Program

The City of Colonial Heights has a subscription program for citizens called FareCare with approximately 501 subscribers. Employees who work in the city but do not reside in Colonial Heights are also eligible for enrollment. The cost is \$29 a year for single coverage and \$59 a year per family coverage.

Current Ambulance Billing Contract:

Current Provider: Change Healthcare

Current Rate: 4% of net cash receipts

Current ePCR Vendor: ESO for EMS Reporting

Statistics

All statistics are based on the twelve-month period ending December 31, 2023.

Type of Transports	Number
BLS - Transports	1,368
ALS - Transports	1,601
Total	2,969

Hospitals Transports	Number of Runs	Percentages
Bon Secours Emergency Care- Chester	5	0.17%
HCA Chippenham Hospital - Richmond	39	1.31%
HCA Tri-Cities Hospital - Hopewell	73	2.46%
HCA Johnston Willis Hospital - Richmond	4	0.13%
Bon Secours Memorial Regional Medical Center – Hanover	1	0.03%

Bon Secours Emergency Care - Colonial Heights	475	16.0%
Bon Secours Southside Medical Center - Petersburg	1,994	67.16%
HCA Prince George Emergency Center - Prince George	330	11.11%
VCU Health Systems - Richmond	48	1.62%
Total Transports to Facilities	2,969	100.00%

Insurance Payment	Percentages
Medicare	28.1%
HMO Medicare	23%
Medicaid	1.7%
HMO Medicaid	30.6%
Insurance - Commercial	8.9%
Self-Pay	7.7%
Total	100%

City Transport Fees:

BLS	\$ 675.00
ALS1	\$ 825.00
ALS2	\$ 1,200.00
Miles	\$ 15.00

Amount Billed	\$ 2,477,508
Assignment/ Adjustment	\$ 1,085,257
Total Billed	\$ 1,392,251
Total Collected	\$ 1,040,954

ATTACHMENT C
Goochland County Fire & EMS Fact Sheet

Primary Contact:

Eddie Ferguson, Chief of Fire-Rescue
Goochland County Department of Fire-Rescue and Emergency Services
2938 River Road West, Building I
P.O. Box 247
Goochland, VA 23063

Invoice Contact:

All invoices for the County of Goochland Fire-Rescue shall be mailed to Fire and Rescue Business Manager VM, P.O. Box 247, Goochland VA 23063 or emailed to gfrbm@goochlandva.us.

Current Ambulance Billing Contract:

Current Provider: Change Healthcare

Current Rate: 4.75% of net cash receipts

Current ePCR Vendor: Image Trend Elite

Transport Fees:

BLS	\$450.00
ALS 1	\$550.00
ALS 2	\$750.00
Mileage	\$11.25

Goochland does not have an ambulance subscription program at this time.

Statistics

All statistics are based on the twelve-month period ending December 31, 2023.

Total Calls for Service **4,376**

Type of Transports

BLS Transports	1,355
ALS Transports	1,075
Total	2,430*

*About 10 transports were listed as “Patient refusal, Public Service, or other.”

Hospital Destinations 2024	Count	Percent
HCA Henrico Doctors' Hospital	870	35.66%
Bon Secours St. Mary's Hospital	529	21.68%
Bon Secours Short Pump Emergency Center	338	13.85%
VCU Health Systems	305	12.50%

HCA Parham Doctors' Hospital	140	5.74%
UVA Health System	86	3.52%
HCA Chippenham Hospital	45	1.84%
Sentara Martha Jefferson Hospital	36	1.48%
Bon Secours St. Francis Medical Center Emergency Department	33	1.35%
Children's Hospital of Richmond at VCU Children's Tower	22	0.90%
Bon Secours Memorial Regional Medical Center	18	0.74%
HCA Johnston Willis Hospital	8	0.33%
VAMC Richmond (McGuire)	4	0.16%
Bon Secours Westchester Emergency Center	3	0.12%
Non-Hospital	3	0.12%
TOTALS	2440*	100%

Insurance Payment	Percentages
Medicare	34.7%
HMO Medicare	17.6%
Medicaid	2.4%
HMO Medicaid	14.8%
Insurance - Commercial	19.9%
Self-Pay	10.6%
Total	100%

Gross Charges \$ 1,705,522

Total Collected \$ 1,027,177

Net collection per transport in December 2023: \$353.70