



## REQUEST FOR PROPOSALS ANNOUNCEMENT

RFP No. 2024-14-FR

Issue Date: February 23, 2024

County of Frederick, Virginia  
*FINANCE DEPARTMENT*  
107 N. Kent Street, 3<sup>rd</sup> Floor  
Winchester, VA 22601  
Phone: (540) 665-5610  
[www.fcva.us/purchasing](http://www.fcva.us/purchasing)

<b>Title:</b>	Emergency Medical Services Billing and Associated Services
<b>Proposals Due:</b>	March 27, 2024, at 2:00 p.m., local time.
<b>Project Overview:</b> Frederick County, Virginia is requesting proposals from qualified firms for Emergency Medical Services (EMS) Billing and Associated Services. The Contract will be administered by the Frederick County Fire and Rescue Department.	

The County of Frederick, Virginia (the “County”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein, and proposals will be received by Missi Neal, Purchasing Manager at the Frederick County Finance Department, 3<sup>rd</sup> Floor, 107 North Kent Street, Winchester, Virginia, 22601, through the due date and hour shown above (local prevailing time). **Electronic submission proposals will be accepted through eVA only.** Proposals received after this time will not be accepted.

**Questions:** All inquiries and technical questions or comments related to this solicitation shall be directed to Christine M. Bauserman, EMS Billing Manager, and cc: Purchasing Manager Missi Neal, no later than 2:00 p.m. on Friday, March 15, 2024. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

<b>RFP Contact Information:</b>	Christine M. Bauserman, EMS Billing Manager, Fire and Rescue Department <a href="mailto:cbauserm@fcva.us">cbauserm@fcva.us</a>  CC:  <b>Missi Neal, Purchasing Manager</b> Finance Department <a href="mailto:mneal@fcva.us">mneal@fcva.us</a>
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This solicitation is posted on eVA, Virginia’s eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and is available for free download. Notification of awards will be posted on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

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**SECTION A**  
**SCOPE OF WORK**

**1. INTRODUCTION**

The purpose of this Request for Proposals (RFP) by the County of Frederick, Virginia (County) is to solicit sealed proposals from qualified and interested firms (Offeror) to provide a comprehensive Emergency Medical Services (EMS) Billing System and Service.

**2. BACKGROUND**

Frederick County is the northern-most point in Virginia, a mid-point of the East Coast. The County sits at the mouth of the Shenandoah Valley which stretches 200 miles between two mountain ranges – The Blue Ridge Mountains to the East and The Allegheny Mountains (part of the Appalachian Mountain Range) to the West. The Valley is bound by two rivers, the Potomac River to the North and the James River to the South. The County encompasses 416 square miles, serving a population of approximately 94,000.

In April 2013, the County entered into a Memorandum of Understanding with the Fire and Rescue Association to begin the EMS Expense Recovery Program. The program was implemented on October 1, 2013. This program serves to help offset the rising costs of providing Fire and Rescue Services to the citizens and visitors of Frederick County. In 2022, the total number of billable transports for emergency medical services was 7,309.

**3. SPECIFICATIONS**

**GENERAL:**

3.1 The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with a fully comprehensive and automated medical services billing and collection system to include technical and administrative support.

3.2 The Frederick County Fire and Rescue Department (FCFRD) will provide pre-hospital emergency medical services and transportation to citizens and visitors to Frederick County, Virginia. The proposed services are intended to support the day-to-day operations, functions, and activities of the operational and management staff of the FCFRD in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party, and/or insurance provider. The contractor will be responsible for providing a comprehensive medical services billing and collection system offering new solutions that will meet all requirements of Medicare, Medicaid, other governmental insurance programs, commercial insurance companies (collectively referred to as insurance providers), as well as other programs deemed by Frederick County. The contractor shall meet the functional requirements as set forth in this section.

3.3 It is the intention of Frederick County that services and data input are of the highest quality for accuracy and completeness that can be acquired in an economical manner and within reasonable

time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and Frederick County. Frederick County expects the contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary.

3.4 Frederick County requires that all services be performed in compliance with all applicable laws and regulations, including, but not limited to, the requirements of the Social Security Act, the Fair Debt Collection Act, and the Health Insurance Portability and Accountability Act (“HIPAA”). The Frederick County Fire and Rescue Department, Deputy Chief of Operations, or his/her designee, will serve as the liaison between the Contractor and the FCFRD, including its divisions, agencies, committees, boards, councils, and individual employees.

#### **4. MEDICAL BILLINGS AND SERVICES:**

##### 4.1 Pre-Hospital Patient Care Report (ePCR) Processing:

4.1.1 The contractor will provide all labor, materials, and equipment to gather all essential information for generating and processing all ePCR’s relating to Frederick County’s EMS System. Medical services include, but are not limited to, the emergency treatment and/or transportation of patients and emergency inter-facility patient transfers. The ability to electronically import or create an electronic import for essential ePCR information including patient demographics; origin and destination of transport; run times; responsible party; chief medical complaint; insurance information; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS); and procedures performed by technicians from the electronic records management system being used by FCFRD. Frederick County Fire and Rescue Department recognizes the importance of accurate and complete ePCR information. Due to the serious nature of some patients’ medical condition at the time of service, FCFRD personnel may not be able to obtain complete and accurate ePCR documentation of information required by the Contractor.

4.1.2 To ensure generation and completeness of the ePCR, the Contractor will provide appropriate training as needed, to ensure that all FCFRD members who are involved in the billing process, including pre-hospital providers, will have the necessary skills, knowledge, and abilities to accurately prepare the ePCR for billing purposes. Frederick County Fire and Rescue Department will provide facilities, equipment, and supplies for contractor training of FCFRD members.

4.1.3 The Contractor will be responsible for providing all training instructors and training materials. All training will be conducted at a training center located within Winchester, Virginia and approved by the Fire and Rescue Department, Deputy Chief of Operations, or his/her designee. The contractor will coordinate training dates and times with the Deputy Chief of Operations. The contractor will be responsible for providing the Frederick County Fire and Rescue Department with the latest changes and modifications of the ePCR as required by the applicable insurance providers or as mandated by state and federal regulations.

4.2 Proper Patient Care/Medical Necessity Documentation: The contractor will provide training as listed in Section 4.1.2 and continually provide updates and feedback to FCFRD management for proper demographic documentation as well as proper medical documentation for transport of patients. The contractor will ensure to the greatest extent possible proper documentation of

medical care rendered and medical necessity on all ePCR's. The contractor will be responsible for providing a written report to FCFRD on areas of deficiency and identifying areas where FCFRD pre-hospital personnel can improve documentation. To ensure completeness and proper patient care/medical necessity documentation on the ePCR, the contractor will provide appropriate training to all FCFRD members concerning documentation, changes, and requirements of applicable health care laws and regulations. The contractor will also ensure that all patients are provided necessary notices of their rights and responsibilities under applicable laws (i.e., Notice to Beneficiaries with respect to Medicare patients).

4.3 Verification and Missing Information Follow-Up: The contractor will provide all labor, materials, and equipment for verification of ePCR patient information. The contractor will gather missing patient information by, but not limited to, searching the insurance provider's data bases for previous patient information if and as permitted; searching the vendor's billing data base; contacting the medical facility; or by direct patient, family member, or responsible party contact. When contact is made with the appropriate party, the contractor will verify and correct all patient information.

#### 4.4 Data Entry and Claim Submission:

4.4.1 The contractor is solely responsible for all data entry functions. The contractor's "data entry personnel" will perform these functions at their location. The following functions should be performed at the data entry level to include but not limited to:

4.4.1.1 Automatic/demand claims processing with second request filing.

4.4.1.2 Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:

4.4.1.2.1 Blue Cross and Blue Shield.

4.4.1.2.2 Medicare, Medicaid in-state and out-of-state, CMS forms for all commercial insurance carriers.

4.4.1.3 Electronic claims filing to the following:

4.4.1.3.1 Blue Cross and Blue Shield, Medicare, Medicaid in-state and out-of-state.

4.4.1.3.2 Other applicable carriers including commercial insurance carriers.

4.4.1.3.3 Electronic Medicare and Medicaid remittance payment posting.

4.4.2 The contractor shall submit all claims in HIPPA-compliant electronic formats regardless of whether the documentation is furnished to the contractor in paper or electronic format. However, in certain circumstances, the County may approve, or by written policy may permit, the submission of paper claims. All claims shall be submitted within seven (7) business days of receiving the pre-hospital patient care report unless additional information is required for filing.

#### 4.5 Customer Service:

4.5.1 The contractor will designate a Customer Service Representative who will provide patient account information Monday through Friday, during normal business hours as defined by the County, excluding all County holidays. The contractor should provide a toll-free or local (for calls made within the boundaries of Frederick County) phone number for customers to reach the Customer Service Representative.

4.5.2 The contractor shall provide customers with Frederick County Fire and Rescue Department's contact information when requested.

#### 4.6 Accounts Receivable and Transaction Posting:

4.6.1 All collection, exchange or transmittal of patient information between the contractor and the County or third-party insurance providers must comply with all applicable patient privacy laws, including, but not limited to, HIPAA. The contractor will also be expected to train appropriate County personnel in the application of and compliance with patient privacy laws in accordance with the training parameters set forth in Sections 4.1.2 through 4.1.3. The contractor will be responsible for providing a report on a monthly basis on the status of all uncollected patient accounts. The contractor will post all payments as appropriate. The contractor will be provided with weekly deposit reports from the EMS Billing Manager. Access will be provided to the contractor to facilitate posting of deposits received through the medical lockbox. All legal inquiries regarding EMS responses are to be referred to the Frederick County Fire and Rescue Department, Deputy Chief of Operations, or his/her designee.

4.6.1.1 The contractor, at a minimum, will develop the following information in an electronic and paper media format for inquiry into patient accounts. Detailed lists of the information to be contained in each of these reports will be negotiated with the successful contractor. The contractor will provide electronic and paper media with all raw data and the following information:

4.6.1.1.1 Patient's account receivable report

4.6.1.1.2 Revenue analysis report

4.6.1.1.3 Payment analysis report by responsible party outstanding

4.6.1.1.4 Insurance follow-up written report by individual carrier for any outstanding claims.

4.6.1.1.5 Aged patient account analysis report

4.6.1.1.6 Contractor's database should have the ability to print all code files in an alphabetic or numeric order.

4.6.1.1.7 The ability to print reports by "query inquiry."

4.6.1.1.8 Rejected claims report.

4.6.1.1.9 Revenue reports by Patient Zip Code

4.6.1.1.10 Revenue reports by Responding Unit Number

4.6.1.1.11 Customizable reports and formats as needed by FCFRD

4.6.1.2 The contractor will be responsible for transaction posting to each patient account that applies to payments, adjustments, refunds/credits, and re-submission of insurance provider claims. The contractor will be required to update all patient information when patient information is found to be incorrect. The contractor will provide access to their database for FCFRD authorized personnel, departments, and agencies of FCFRD to access the following patient information as allowed by applicable law and/or regulation:

4.6.1.2.1 Patient account inquiry of all data entry, charges for services provided, accounts receivable postings, payments, refunds/credits, and any account adjustments, including, but not limited to the following: Ability to “line item” access to all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments, and re-submissions of provider claims.

4.7 Rejection Follow-Up: The contractor will be responsible for the follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid, commercial carriers, et al). The contractor will be responsible for contacting insurance providers by telephone, mail, or FAX in order to resolve each rejected claim on a claim-by-claim basis. The contractor will be responsible for furnishing insurance providers to the greatest extent possible with all requested patient information, medical information, and medical documentation including the re-submission of the rejected claim. The contractor will prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a monthly basis.

4.8 Patient, Commercial, and Entitlement Follow-Up: The contractor will be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The contractor will send an original invoice for services provided by FCFRD within seven (7) working days from the receipt of ePCR.

4.9 Billing Process:

4.9.1 The contractor will provide an automated electronic billing system. The system will perform electronic patient data exchange between the contractors’ billing software and Frederick County Fire and Rescue Departments’ record management system and allow patient account inquiries into the contractor’s database by authorized FCFRD personnel.

4.9.1.1 The contractor will develop as part of the software system a patient account inquiry for use by FCFRD personnel. This system must comply with all applicable laws and regulations, including, but not limited to, HIPAA, as set forth above.

4.9.1.2 Claims will be filed with all primary and secondary or supplemental insurance providers for all emergency transports of patients by the FCFRD to a medical facility.

4.9.1.3 The contractor shall describe in its proposal the procedure for handling complaints and inquiries from patients regarding the billing process. The contractor shall **not** independently pursue collection by civil court process. Account settlements will be negotiated and transacted only after authorization from the Frederick County Fire and Rescue Department, Deputy Chief of Operations or his/her designee. Any requests to write off or adjust a bill must be forwarded to the designated County representative. The contractor will not be authorized to write off or adjust patient accounts. The County utilizes a “soft” billing program, and the contractor shall adhere to that program by **not** sending bills to patients transported by FCFRD ambulances. The County will remain open to changing this billing practice in the future after discussion by the appropriate County Committees and will provide thirty (30) days written notification of such billing practice changes to the contractor to allow ample time to make appropriate software changes.

#### 4.10 Initial Billing Process:

4.10.1 The contractor shall receive and keep on file a copy of Explanation of Benefits (EOB) and all documents associated with the billing process for a minimum of seven (7) years. This includes documentation for Medicare, Medicaid, and all other insurance providers. The contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, insurance claim processing, and general patient account notations. The contractor will be responsible for all inquiries and resolution of responsible party denials and rejections. The contractor will contact the appropriate responsible party for the resolution, correction, and re-submission of any patient billing. If the billing can be handled verbally, the billing will be updated and submitted for payment to the responsible party. If the responsible party requires re-submission of the billing, the contractor will update the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will then be written off. If the bill is denied for failure to bill in a timely fashion, and is caused by the contractor, the Contractor will accept all financial responsibility and administrative costs concerning the patient’s account. The contractor will be responsible for all responsible party mail and correspondence returned or rejected by the United States Postal Service pertaining to all medical services billings. The contractor will research, correct, and resubmit all mail and correspondence to the proper responsible party. The contractor will provide all required office and postage supplies, including postage.

4.11 Patient Refunds: The Contractor will prepare and deliver a written monthly report of all responsible party billings which reflect an overpayment. The Frederick County Fire and Rescue Department will process all refunds. The Contractor shall not knowingly bill patients for any amount they are not legally obligated to pay due to federal or state laws or regulations. The contractor shall strictly adhere to the Medicare 60-day rule in regard to identified overpayments by a government payor.

4.12 Pre-Existing Account Follow-Up: The Contractor will be responsible for follow-up on unpaid accounts with dates of service within six months of effective date of contract. FCFRD personnel will provide any and all information available on unpaid accounts to the contractor for follow-up.



## SECTION B

### SUBMISSION REQUIREMENTS AND EVALUATION

1. **eVA REGISTRATION:** Frederick County utilizes eVA, Virginia’s electronic purchasing system to communicate and award with Offerors. In the event of an award, the selected Offeror shall be required to register in eVA. There is no cost associated with registration.

#### 2. PROPOSAL SUBMISSION

- a. **Submit *one* (1) original paper version (conspicuously marked as “ORIGINAL”), five (5) complete paper copies and/or *one* (1) electronic version USB/”Thumb Drive” of the proposal by the due date and time specified on the announcement page (preferred). Electronic versions shall be exact duplicates of the original version.** In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail. Proposals shall be delivered to the County of Frederick, Purchasing Manager, 107 N. Kent Street 3<sup>rd</sup> Floor, Winchester, VA 22601.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror’s name and address on the outside of the package.

- b. In lieu of hard copy submissions, electronic submissions are permitted. Your firm’s proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a “pdf” format**, will be received no later than the date and time listed on the RFP Announcement page, by submitting through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

Submissions through eVA are secured and sealed until the due date and time. Emailed and/or faxed submissions shall not be accepted.

- c. All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned.

#### 3. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- Attachment A – Proposal Form. The Proposal Form should act as the cover pages of the proposal.
- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
- Key personnel, including experience history, will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.

- Successes on projects similar in size and scope.
- The timeframe for project completion.
- Certified financial statements for the past three (3) years. Demonstrated stability and listing of ratings from American Best, Weiss, NCQA, and/or Standard and Poor’s
- Required attachments

**4. FIXED PERCENTAGE RATE OF SERVICES:**

All respondents, as part of their proposal, will specify a fixed percentage rate of revenues received by the County as a direct result of the contractor’s services for the purpose of RFP 2024-14-F&R determining the contractor’s fees. The fee will be paid monthly and will be based on all net sums received from all insurance providers that are deposited (gross receipts less refunds).

**5. EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:

- The demonstrated understanding and approach to provide the services identified in this Request for Proposals 20
- Successful experience and capabilities of the firm providing similar services 20
- Favorable reference checks 20
- Experience and demonstrated knowledge of key personnel 20
- Cost for services. 20

**Total Points 100**

**6. EVALUATION OF PROPOSALS:**

Proposals will be evaluated according to the established evaluation criteria. The County will select two (2) or more Offerors from all proposals submitted that are deemed to be fully qualified and best suited to provide the required services.

Based on the results of the preliminary evaluation and reference checks, the highest scored offerors may be invited by the County Purchasing Manager to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the proposals. The County will conduct negotiations with each of the selected Offerors and may obtain best and final offers.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Manager, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion and/or oral presentations. Consequently, Offerors should provide complete, thorough proposals with the Offeror’s most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such requested material in a timely manner.

Should the County determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror without engaging in discussions/interviews with other Offerors if the County finds, in its sole discretion that such a selection is in the best interest of the County.

The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

## SECTION C

### CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The County will make a single award to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the County.
4. **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the County. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** The County may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.
6. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award with the option to renew, at the County's sole discretion, for four (4) additional one (1) year periods.
7. **PRICE ADJUSTMENTS:** A fixed percentage rate of revenues received by the County as a direct result of the services provided through this contract shall remain firm for the full term of the contract and any renewals should the County exercise the renewal option.
8. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order if applicable or signed Contract/Agreement.
9. **INVOICING:** The contract number shall be included on each invoice and packing slip. Failure to include this information will delay payment.
10. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line-Item Number(s), Description of Goods and Services, Unit Prices, Total Price, etc.) and delivery of goods or completion of services according to specifications and subject to inspections. A completed and signed Acknowledgement of Payment Procedures must be submitted with all proposals (Attachment B).
11. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless The County of Frederick, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the County as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a proposal that all insurance endorsements forms have been reviewed by your insurance carrier.**

The contractor shall have ten (10) days from the date of the County's request to provide insurance documentation. Failure to provide the certificate and forms within this period may be cause for the County to award a contract to the next responsive Offeror and hold the original Contractor liable for excess costs.

## SECTION D

### FREDERICK COUNTY VIRGINIA GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS APPLY TO ALL PURCHASES AND ARE A PART OF EACH SOLICITATION AND EVERY CONTRACT AWARDED BY THE COUNTY OF FREDERICK (COUNTY), UNLESS OTHERWISE SPECIFIED IN SUCH SOLICITATION OR CONTRACT. THE PURCHASING FUNCTION OF THE FINANCE DEPARTMENT IS RESPONSIBLE FOR THE PURCHASING ACTIVITY OF THE COUNTY AND ITS GOVERNING BODY, THE FREDERICK COUNTY BOARD OF SUPERVISORS, OR BOTH. BIDDER/OFFEROR OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS: FAILURE TO DO SO WILL BE AT THE BIDDER'S/OFFEROR'S OWN RISK.

THESE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL STATUTES, POLICIES, RESOLUTIONS, AND REGULATIONS (COLLECTIVELY "LAWS"), AND ARE TO BE INTERPRETED SO AS TO BE CONSISTENT WITH SUCH LAWS. IN THE CASE OF IRREDUCIBLE CONFLICT, THESE GENERAL TERMS AND CONDITIONS ARE PREEMPTED BY APPLICABLE LAWS.

**1. AUTHORITY:** The County has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County of Frederick, VA. The County Finance Director serves as the County Purchasing Agent. In the discharge of these responsibilities, the County Finance Director has appointed the County Purchasing Manager to assist the County Purchasing Agent. Unless specifically delegated by the County, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Frederick, VA for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

#### **2. PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS**

- a. Direct contact with anyone other than the County Purchasing Manager or the RFP Contact, regarding this Request for Proposals is expressly forbidden except with the permission of the Purchasing Manager. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- b. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- c. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Proposals received by the Purchasing Manager after the due date and time will not be accepted or considered. Failure to return required documents and information specified herein may result in a determination that the proposal is non-responsive. Electronic transmittals (i.e. fax, email, etc.) will not be considered, unless specifically included in the instructions. All costs associated with preparing a proposal, including any mailing costs, are the Offeror's responsibility.
- d. Prices, when requested, shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including sales tax, delivery charges or other surcharges. All deliveries shall be F.O.B. Destination.

- e. If the County is closed for business at the time scheduled for proposal opening, regardless of reason, proposals will be accepted on the next business day of the County, at the originally scheduled time.
  - f. The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered, must be submitted as part of the proposal and be indicated on the Proposal Form.
  - g. Submission of a proposal by the Offeror is not to be construed as an award or an order to ship.
  - h. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.
  - i. A proposal may be amended and/or withdrawn by an offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the proposal. Submission of a subsequent proposal unless specifically identified as an additional submission, shall constitute the withdrawal of any prior one submitted by the same offeror on the same Request for Proposal.
  - j. Withdrawal of proposals after opening is governed by the Code of Virginia §2.2-4330. The offeror shall give notice in writing of his/her claim of right to withdraw his/her proposal within two business days after opening or receipt of proposals procedure and shall submit original work papers with such notice.
  - k. The County posts all solicitations and related documents on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- 3. ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the due date and time to ensure that all addenda are received.

All Offerors shall acknowledge receipt of Addenda with the proposal. Acknowledgement of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

The County posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

#### **4. AWARD**

- a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- b. Competitive Negotiation selections 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County reserves the right to make multiple awards as a result of the solicitation. The County may cancel Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular

proposal was not deemed to be the most advantageous in accordance with the 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- c. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking legal action as established by the Code of Virginia.
5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of availability of an annual appropriation by the County for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Bidder/Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder/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, as amended, or as otherwise required by law shall include in the bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **COOPERATIVE PURCHASE:** If authorized by the Bidder/Offeror, the contract resulting from this Solicitation may be extended to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The County is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating jurisdictions. It is the Bidder/Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Bidder/Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the bid/proposal. Cooperative purchases are not extended for construction related projects.
8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The County of Frederick desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service-disabled veterans and to encourage their participation in the County's procurement activities. The County encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. A directory of Commonwealth of Virginia Small, Women-Owned Minority and Service-Disabled Veteran-Owned businesses can be found at <https://directory.sbsd.virginia.gov>.

- 9. FAITH BASED ORGANIZATIONS:** In accordance with the Code of Virginia § 2.2-4343.1, the County does not discriminate against faith-based organizations.
- 10. NON-DISCRIMINATION:** By submitting a bid/proposal, bidders/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)*. 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 sexual orientation, gender identity, 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).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
    - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, 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 the requirements of this section.
    - iv. The requirements of these provisions a. and b. are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from County and State contracting regardless of whether the specific contract is terminated.
    - v. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
  - b. The contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 11. DRUG FREE WORKPLACE:** In accordance with the Code of Virginia § 2.2-4312, 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 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

**12. PAYMENT TERMS:** Payment will be authorized following receipt of a valid invoice and delivery of goods or completion of services according to specifications and subject to inspections. Payments shall be in accordance with the Acknowledgement of Payment Procedures, which can be found at [www.fcva.us/purchasing](http://www.fcva.us/purchasing).

- a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Bidder/Offeror on the Bid/Proposal Form. Alternate terms may be offered by Bidder/Offeror for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).
- d. If offered by the Bidder/Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

**13. HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Contractor agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.



- 14. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- 15. INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 16. LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
- 17. GOVERNING LAW AND FORUM SELECTION:** This solicitation is subject to the laws of the Commonwealth of Virginia and the County of Frederick, Virginia. By virtue of entering into a contract, Contractor submits itself to a court of competent jurisdiction serving Frederick County, Virginia, and further agrees that this contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by said court accordingly.
- 18. RIGHTS UNDER ANTITRUST LAWS:** The Bidder/Offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the bid/proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
- 19. ETHICS IN PUBLIC CONTRACTING:** Pursuant to the Virginia Code § 2.2-4367: By submitting a bid/proposal, the Bidder/Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, 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.
- 20. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder/Offeror certifies that it does not and will not during the performance of this Agreement knowingly violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits employment of illegal aliens.
- 21. ASSIGNMENT OF CONTRACT:** A Contractor may not assign or transfer this contract and/or Purchase Order in whole or in part except with the prior written consent of the County, which may be withheld in the County's sole and exclusive discretion.
- 22. DEFAULT:** In event of default by the Contractor, the County reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
- 23. TERMINATION FOR CONVENIENCE:** The County may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the County's best interest

without providing specific cause.

- 24. TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the County may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The County may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by electronic means (fax/email) or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

- 25. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the County to the Contractor or the waiver by the County of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.

- 26. SEVERABILITY:** If any provision of the Contract resulting from this Solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

- 27. INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

- 28. CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the Finance Department, the contract documents shall control.

- 29. CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Administrator, who shall reduce a decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Administrator's decision on the claim, unless the County fails to render such decision within the time specified.

- a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than

sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 30. NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
- 31. RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.
- 32. VIRGINIA FREEDOM OF INFORMATION ACT:** Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2- 3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 33. ENTIRE AGREEMENT:** The contract resulting from this Solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.



**ATTACHMENT A**

**PROPOSAL FORM**

(Completed Form Shall Be Submitted as Proposal Cover Pages)

<b>RFP Number:</b>	2024-14-F&R
<b>Title:</b>	Emergency Medical Services Billing and Associated Services
<b>Proposals Due:</b>	April 25, 2024, at 2:00 p.m., local time.

<b>OFFEROR INFORMATION</b>	
<b>Firm/Company Name</b>	
<b>Mailing Address</b>	
<b>Payment Address (if different from Mailing Address)</b>	
<b>Firm Telephone Number</b>	( _____ ) _____ - _____
<b>Federal Employer Identification Number (FEIN)</b>	_____ - _____
<b>Social Security Number (only if a FEIN is NOT provided)</b>	_____ - _____ - _____
<b>eVA Vendor Number (REQUIRED)</b>	
<b>Representative Name/Title</b>	
<b>Representative Telephone Number</b>	
<b>Representative Email Address</b>	

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

SCC Identification Number: \_\_\_\_\_

or

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

**2. ANTI-COLLUSION CERTIFICATION**

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

**3. PAYMENT TERMS (must be minimum net 30):**

- "Net 30"
- Other, Specify** \_\_\_\_\_

If payment terms are not specified above, then the terms shall be "Net 30 Days".

**4. ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposals:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**5. EXCEPTIONS:**

Indicate if modifications are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein, and requests the following specific itemized modifications (attach additional pages if necessary):

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- 6. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.
  - Yes
  - No

7. **OFFEROR’S CHECKLIST:**

This checklist is provided to assist Offerors in submitting a responsive proposal and may not be inclusive of all solicitation requirements. Offerors are expected to carefully read the entire Request for Proposals document prior to submitting a proposal:

- Completed and Signed Proposal Form *(This form should act as a cover for the proposal)*
- Completed and Signed Acknowledgement of Payment Procedures
- Completed Vendor Application (Substitute W-9 Form – ACH Enrollment)
- References
- Price/Technical Proposal
- Proprietary Information Form
- Insurance Form
- One (1) Original, Five (5) copies, and One (1) Electronic Copy **OR**
- Electronic Submission through eVA

8. **AUTHORIZATION**

In accordance with the term conditions and specifications of this Request for Proposals, the undersigned agrees to furnish any or all of the items and/or services at the prices quoted, at the price set opposite each item, to be delivered within the specified timeframe and to the specified place. The undersigned acknowledges that **the proposal is valid for a period of 90 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request for Proposals, and is authorized to contract on behalf of firm named below.

Firm Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(This form must be signed. All signatures must be original and not photocopies.)**



**ATTACHMENT B**

**ACKNOWLEDGEMENT OF PAYMENT PROCEDURES**

(Completed Form Shall Be Submitted with Proposal)

I hereby acknowledge that I have reviewed the “General Terms and Conditions” contained within this Request for Proposals from the County of Frederick, Virginia.

I hereby further acknowledge that, with regard to payments to vendors under contracts with the County of Frederick, Virginia, the General Conditions state as follows:

**PAYMENT –**

- a. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Frederick County, VA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- b. Contractors shall indicate the payment methods that they will accept. Frederick County offers two payment methods, purchasing card (VISA credit card) or ACH (electronic deposit). Acceptance of payment by purchasing card usually means that the vendor will need to have credit card processing capability, however the County encourages vendors to check with their financial institutions to ascertain precisely what is necessary to accept the purchasing card. Frederick County will not pay additional fees in excess of the offered price to contractor for purchasing card acceptance to include, but not limited to, convenience fees and/or surcharges.

I hereby accept and agree to comply with the foregoing as well as all other terms and conditions of the Contract.

I hereby acknowledge my understanding that if I have indicated that purchasing card is an acceptable method of payment, Frederick County will make all payments under this contract by purchasing card and a penalty, not to exceed 3%, will be assessed if purchasing card is not honored at the time of payment.

Please indicate payment method(s) accepted: \_\_\_\_\_Purchasing Card and/or\_\_\_\_\_ACH.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**ATTACHMENT C**  
**VENDOR APPLICATION**  
 (Completed Form Shall Be Submitted with Proposal)

Vendor # \_\_\_\_\_  
 Entered \_\_\_\_\_

**VENDOR APPLICATION – SUBSTITUTE W-9 FORM – ACH ENROLLMENT**

Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. The Internal Revenue Service (IRS) requires us to maintain the taxpayer identification number and certification for the purpose of reporting certain payments made to persons or companies not classified as employees. Failure to provide this information will result in a tax withholding of 28%. If you do not provide an accurate name and tax identification number as filed with the IRS, a penalty may be imposed by the IRS.

Please complete this substitute W-9 form and return it via fax or mail to the above location. We strictly follow confidentiality laws and use your tax information for our reporting purposes only.

Please be advised that failure to respond may cause a delay in the processing of your payments.

Submission of this form does not guarantee receipt of a request for quotation, invitation to bid or request for proposal. It is the vendor's responsibility to check the solicitation notices posted by the Finance Department.

New Enrollment       Change Existing Enrollment

PART I

**Vendor Information**

Legal Business Name: \_\_\_\_\_ D/B/A: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

TIN/SSN: \_\_\_\_\_ A/R Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address Change (must provide old address here):

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Type: (MUST choose one)

Individual/Sole Proprietor or single member LLC       Partnership

C Corporation       S Corporation       Trust/estate

Limited Liability Company (LLC) Enter the tax classification:  
 (S=S corporation, C=C corporation, P=partnership) → \_\_\_\_\_

Other → \_\_\_\_\_

Exempt Payee:  Yes  No

Exempt payee code (if any) \_\_\_\_\_ Exemption from FATCA reporting code (if any) \_\_\_\_\_

County Business License #, if applicable \_\_\_\_\_

List products or services supplied:

**Persons to contact regarding bids, proposals, contracts or purchase orders**

Name	Title	Phone	Fax

**CERTIFICATION:**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*SEE REVERSE FOR ACH ENROLLMENT – MUST BE SIGNED\*\*

Revised 9/27/19



Vendor # _____
Entered _____

## VENDOR APPLICATION – SUBSTITUTE W-9 – ACH ENROLLMENT FORM

PART II

### ACH Enrollment - Bank Information

**NOTE: Purchasing cards are the County’s preferred method of payment. An ACH is a secondary form of payment utilized ONLY for vendors who do not accept purchasing cards.**

There are unique processing requirements for electronic vendor payments that are being sent to a financial institution outside of the United States. If our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country, please advise the Frederick County Finance Department.

	NEW (required)	OLD (required if updating banking info)
<b>Financial Institution</b>		
<b>Bank ABA Routing Number</b> <small>(Specifically for ACH routing transactions)</small>		
<b>Type of Account</b> (choose one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>Deposit Account #</b>		
<b>Email Address for Notice of Payment</b> <small>(required)</small>		
<b>Email Address for Notice of Payment</b> <small>(optional)</small>		
<b>Accounts Receivable Contact Name</b>		
<b>Accounts Receivable Contact Phone</b>		

**NOTE: All information is required. Contact your bank if you have questions regarding the ABA Routing Number or Account Number for ACH payments.**

I, the afore named Vendor, hereinafter called the Vendor, hereby authorize the County of Frederick, Virginia, hereinafter called the County, to initiate credit entries to my/our account for all vendor payments payable to me at the depository financial institution named above, hereinafter called the Depository, and to credit the same to such account. **If County funds to which the Vendor is not entitled are deposited in our account, I, the Vendor, authorize the County to direct the Depository to return those funds.** I, the Vendor, acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U. S. Law and the rules as set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until the County has received a notice of termination from me, or a Vendor representative, in such time and in such manner, as to afford the County a reasonable opportunity to process this termination. I, the Vendor, further acknowledge that any remittance information associated with payments that I receive will be made available to me through a Notice of Payment sent by the County to the e-mail address designated by the Vendor.

I, the Vendor, agree it is the responsibility of the Vendor to notify the County should any changes occur with regard to account information or official e-mail addresses for advice delivery. In the event there is a change to any Vendor information (e.g., name, account number, ABA number, etc.) without prior notification to the County, the County is not liable for any direct deposit to an account that has been deactivated, transferred, or otherwise changed. In the event there is a change to a Vendor official e-mail address without prior notification to the County, the County is not liable for any advice deliveries to an e-mail address that been deactivated, transferred, or otherwise changed.

Under penalties of perjury, I declare that the information provided is true, correct and complete, to the best of my knowledge and belief and that the applicant is not debarred to supply materials or services to any public agency. I also understand that it is my responsibility to update this information in the event that any changes occur. I certify that this vendor/individual is properly licensed for providing the goods/services specified.

Printed Authorized Name/Title: \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**REFERENCE PAGE**

**MUST BE FOR EQUIVALENT SERVICES**

(Completed Form Shall Be Submitted with Proposal)

**OFFEROR NAME** \_\_\_\_\_

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

**Reference #1**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference #2**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference #3**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT H**

**INSURANCE REQUIREMENTS**

(Completed Form Shall Be Submitted with Proposal)

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the COUNTY OF FREDERICK as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

**Please provide the County with two (2) documents upon request:**

- 1.) Certificate of Insurance (COI) for the County of Frederick, 107 N. Kent St., Winchester, VA 22601. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

**BIDDER/OFFEROR STATEMENT**

***We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Print)*

Name of Firm: \_\_\_\_\_

**ATTACHMENT I**

**SAMPLE CONTRACT/AGREEMENT**

(This is a Sample Only. A specific contract will be sent to the Offeror who is awarded the contract)

**CONTRACT FOR  
[ insert RFP Title ]**

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the “Contractor” and the County of Frederick, VA, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

WHEREAS, in response to the County’s Request for Proposals (RFP) # [\_\_\_\_\_] entitled [\_\_\_\_\_] the Contractor has submitted a timely proposal to provide professional services as described in its sealed proposal, and the County desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the County, and other good and valuable consideration, the parties covenant and agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Owner as set forth in the official Request for Proposals, which shall include:

- (1) [brief overview of scope]

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The County shall have the option for [ENTER RENWAL PERIODS] renewals, to be issued in writing 90-days prior to the end of the initial term. Requests for extension and any rate changes must be submitted to the County 60-days in advance of any renewal date. Likewise, any reasonable price adjustments in processing costs based on market analysis which exceed the U.S. Bureau of Labor Statistics data must be submitted in writing 60-days before the end of the term for review providing adequate documentation justifying the need for the requested increase. Any price adjustments will be granted at the sole discretion of the County.

Either party may terminate this contract with 60-days written notice to the other party.

The contract documents shall consist of the following documents, which are expressly incorporated into this contract by reference:

- (1) This signed form;
- (2) The entire County of Frederick, VA Official Request for Proposals, including terms and conditions

dated: \_\_\_\_\_

If applicable, any Official County Addenda:

#1, dated: \_\_\_\_\_

The Contractor’s Bid response dated \_\_\_\_\_, all of which documents are incorporated herein.

**SAMPLE CONTRACT/AGREEMENT continued**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF FREDERICK, VA (OWNER):

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Contract Officer / Purchasing Manager

SAMPLE