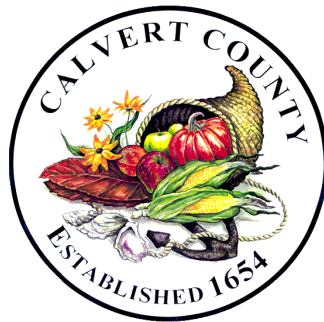


REQUEST FOR PROPOSAL

BOARD OF COUNTY COMMISSIONERS

OF CALVERT COUNTY

PRINCE FREDERICK, MARYLAND 20678



**RFP 2025-055
AMBULANCE BILLING SERVICES**

PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE/TIME: Wednesday, April 23, 2025 by 2:30 p.m. (Local Prevailing Time)

PRE-BID MEETING: None.

FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE WEDNESDAY, APRIL 9, 2025 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT CHARLOTTE.DESTEPHANO@CALVERTCOUNTYMD.GOV.



REQUEST FOR PROPOSAL CALVERT COUNTY GOVERNMENT

Proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. The Board of County Commissioners of Calvert County reserves the right to reject proposals improperly labeled. The envelope shall also show the Contractor's name and address.

FROM: _____

SEALED TECHNICAL PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____





REQUEST FOR PROPOSAL CALVERT COUNTY GOVERNMENT

Proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. Board of County Commissioners of Calvert County reserves the right to reject proposals improperly labeled. The envelope shall also show the Contractor's name and address.

FROM: _____

SEALED PRICE PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____



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NOTICE TO CONTRACTORS

Sealed proposals shall be due on or before Wednesday, April 23, 2025 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

**RFP 2025-055
AMBULANCE BILLING SERVICES**

A pre-proposal meeting will not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in **two (2) SEALED ENVELOPES**: one envelope shall contain one (1) original of the Contractor's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original of the Contractor's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Contractor to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Contractor's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

The Contractor may submit their sealed proposals as follows so they will be received in the office designated below no later than the exact time set for receipt of proposals:

1. Ship through UPS, Federal Express, or hand delivery to:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678

2. Ship through the United States Postal Service (USPS) to:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678

NOTE: *The United States Postal Service does not deliver to 131 Main Street, Suite 100, Prince Frederick, Maryland 20678.*

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery.

Where proposals are sent by any method to Calvert County Government's Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so that bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in this RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in this RFP on the first work day on which normal Calvert County Government processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed and shall remain in a locked box or a safe. If an RFP is cancelled, proposals shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to employees of Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their proposal.

Changes to the RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 160 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the Project. The Contractor is prohibited from using Calvert County Government's tax exempt number for any purchases.

Contractors are warned against unbalancing their price proposal as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all proposals as its interests may require.

Contractors shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for

information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov. Unauthorized contact with other Calvert County Government staff regarding this RFP may result in the disqualification of the Contractor. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. ***Final written questions shall be due on or before Wednesday, April 9, 2025 by 2:30 p.m. (Local Prevailing Time)***. It shall be the responsibility of all Contractors to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of proposals. The submission of a proposal shall indicate the Contractors thoroughly understands the terms of all Contract Documents.

Changes to the Information for Contractors or Technical Specifications and all documentation relating to this RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

Contractor shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- a. Price Proposal
- b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
 - Contractor's Technical Proposal
 - Name and Signature Requirements of Proposal and Contract
 - Non-Collusion Certificate
 - Anti-Bribery Affirmation Affidavit of Qualification to Respond
 - Addenda Issued
 - Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website at <https://www.calvertcountymd.gov/3178/FY-2025-Bid-Results>.

**RFP 2025-055
AMBULANCE BILLING SERVICES**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide AMBULANCE BILLING SERVICES, as specified in this RFP, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

ITEM #	DESCRIPTION	PERCENTAGE
1	Percentage of Collected Revenue to be Paid to the Contractor	%

Calvert County Government will not accept any conditions requiring upfront fees or deposits.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) business days after such notice.

No Contractor may withdraw his proposal within 160 calendar days after the opening thereof.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this Request for Proposal and agrees to provide these services at the rates submitted on their proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the Request for Proposal and understand it.

The time for performance of this contract shall begin from the Notice to Proceed or as otherwise directed by Calvert County Government.

By signing and submitting a proposal, your firm acknowledges and agrees it has read and understands the Request for Proposal documents and agrees to the Contract Terms and Conditions as contained herein.

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.

A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The Contractor’s signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or Contractor.

CONTRACTOR’S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean firms responding to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Public Safety, shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person or persons whom the Director has designated to supervise performance of this Contract on behalf of the Board within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence, and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- General Conditions of Bid and Contract
- Specifications
- Proposal
- Contract
- Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts and submitted in sealed envelope as required under Notice to Contractors.

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply shall be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Contractor's primary proposal is the most responsive responsible proposal.

BRAND NAME OR EQUAL ITEMS (SECTION DELETED)

FORMAL SOLICITATION (SECTION DELETED)

NEW GOODS, FRESH STOCK (SECTION DELETED)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor, in writing, and submitted with the formal technical proposal. Calvert County Government reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Contractor shall, by virtue of submitting a proposal, guarantee that the Contractor has not been a party with other Contractors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the most responsible bidder(s), subject to its right to reject any or all bids, Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder(s)", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder(s) to perform the Contract or provide the services required;
2. Whether the bidder(s) can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder(s);
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder(s) is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental) except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), 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 non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. 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.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
 - b. The certificate shall also indicate the contract name and number.
 - c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Board of County Commissioners of Calvert County, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
 - d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the Contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Professional Liability

During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage

no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of Calvert County Government.

If the Contractor desires to assign their right to payment of the Contract, the Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Contractor from their obligations or change the terms of the Contract.

SUBCONTRACTING

Subcontractor(s), if any, must be identified in the Contractor's proposal with a complete description of their role relative to the offeror. No services shall be subcontracted, either in whole or in part, except with the prior written consent of Calvert County Government.

TERMINATION OF CONTRACT

Calvert County Government may terminate a Contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a Contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
2. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
 - A. If the Contractor becomes insolvent.
 - B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.
 - C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
 - D. In the event the Contractor fails to commence work in accordance with the specifications of this RFP.
 - E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
 - F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms, or conditions contained within the Contract Documents.

- G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
- I. If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the Project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoice. Calvert County Government 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.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. Calvert County Government shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or

provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

PUBLICITY

Except without the prior written approval of the Board, the Contractor shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

RFP 2025-055
AMBULANCE BILLING SERVICES
SPECIFICATIONS

1. INTRODUCTION

Calvert County Government is seeking proposals from qualified Contractors to provide ambulance billing and collections for Calvert County Career Emergency Medical Services and Volunteer Emergency Medical Services. Calvert County Government intends to retain the services of a Contractor whose business is billing and collections of ambulance fees.

The specifications listed shall be interpreted as meaning the minimum required by Calvert County Government. The Contractor shall commit to provide services that are consistent with these specifications in every regard unless an exception is clearly noted. Calvert County Government may accept a proposal subject to an exception if, in the sole judgment of Calvert County Government, the proposal meets or exceeds the specifications, which will be evaluated by subject matter experts. If the services offered do not meet or exceed the specifications because of the exception, Calvert County Government shall consider the proposal non-responsive.

2. BACKGROUND

A. About Calvert County, Maryland

[Calvert County](#), Maryland (hereinafter, "the County") is Maryland's smallest county in land area with 213 square miles. It is home to more than 92,000 people and has one of the highest standards of living in Maryland. There are more than 5,200 businesses in the County. Major industries include defense contracting, information technology, tourism, and administrative services. Agriculture and environmental tourism are valued assets here.

The County is a peninsula, bounded by the Chesapeake Bay on the east and the Patuxent River on the west. Steep cliffs and woods predominate on the Chesapeake Bay side while along the Patuxent River, rolling fields slip gently down to the river. The County's many creeks provide refuge for wildlife and scenic areas for boating and fishing. Containing approximately 213 square miles, the County is nine miles wide at its widest point and 35 miles from the Anne Arundel line in the north south to Solomons. Learn [more about our location and climate](#). Visit the [County site for details about major employers and other community data](#).

B. About Calvert County Emergency Medical Services

- 1) Emergency medical services for Calvert County Government are supplied by both Calvert County Government employees and volunteer emergency medical providers.
- 2) Participating Volunteer Fire and Rescue departments have at least one volunteer staffed Basic Life Support (hereinafter, "BLS") transport ambulance.
- 3) Calvert County Career Emergency Medical Services (hereinafter, "Career EMS") staffs either BLS or Advanced Life Support (hereinafter, "ALS") transport ambulances. Career EMS ambulances respond from volunteer departments.

- 4) Calvert County Government has one (1) ALS level volunteer department that responds via chase vehicles to upgrade BLS ambulances when necessary.
- 5) Calvert County Government responds to approximately 12,000 emergency medical calls annually, with approximately 7,000 being eligible for ambulance billing.

3. SCOPE OF WORK

The Contractor shall provide billing, collection, financial reporting, and analytical services in accordance with the requirements listed below. Calvert County Government desires to pursue partnerships to build optimal revenue cycle.

The Contractor shall:

- A. Retrieve the electronic billing file and other billing related information from Calvert County Government via Image Trend. Image Trend is the software from the State of Maryland for use by Calvert County Government emergency medical providers. The Contractor shall also ensure all appropriate billing files have been billed from previous months.
- B. Establish and maintain relationship with Calvert Health Medical Center to retrieve patient information relevant to ambulance billing.
- C. Bill patients, as applicable, for the following:
 - 1) Transports to Hospitals;
 - 2) Transports to Landing Zones; and
 - 3) Treatment/No Transport (Examples: Overdoses, Lift Assists, Cardiac Arrests, Mobile Integrated Health).
- D. Prepare and submit accurate and complete insurance claims according to the following:
 - 1) Rates established by Calvert County Government;
 - 2) Guidelines and procedures established by the Contractor and Calvert County Government;
 - 3) All applicable laws and regulations including those established by the Centers for Medicare & Medicaid Services (hereinafter, "CMS"), State of Maryland, and any other carriers including both commercial and private insurances; and
 - 4) On January 1 of each year, the Contractor shall change the billing rates to reflect Calvert County Government billing at the current CMS rate plus Calvert County Government's percentage (%) allowed by law.
- E. Process all claims within seven (7) business days. Billing data received shall be entered into the Contractor's software and bills shall be emailed to patients/insurance companies within seven (7) business days of being processed.
- F. Prepare invoices and mail/email to patients/parties responsible for co-pays and/or deductibles, private pay, and uninsured patients, or as directed by Calvert County

Government. Invoices prepared shall be professional in appearance and indicate the billing for Calvert County Government.

- G. Bill the patient's insurance directly when insurance information is provided.
 - 1) When the insurance information is unknown or incomplete, the Contractor shall attempt to collect this information. If still unsuccessful, the patient shall receive a personalized letter requesting the patient submit their insurance information to the billing company.
- H. Post payments to the appropriate accounts and provide payment posting and revenue reports to Calvert County Government as described in these specifications.
- I. Ensure all checks are scanned and sent electronically to the bank of Calvert County Government's choice.
 - 1) The Contractor shall not have access to Calvert County Government's bank account or funds.
- J. Process payments received and ensure all collected revenues are deposited on a weekly basis into Calvert County Government's bank account.
- K. Ensure payments are posted to the patient's accounts.
- L. Furnish the following reports with Transport Unit Numbers to Calvert County Government on a monthly basis:
 - 1) Monthly deposit summary and detail;
 - 2) Account analysis by month (date of service based);
 - 3) Account analysis by month and payer (date of service based);
 - 4) Write-off report summary and detail;
 - 5) Patient/insurance refund request account summary and detail;
 - 6) Aging call detail;
 - 7) Aging patient detail;
 - 8) Aging summary;
 - 9) Third party collections report summary and detail; and
 - 10) Detailed weekly settlement reports showing revenue collected for each transporting unit to include joint billing of BLS ambulances with ALS upgrades.

Calvert County Government reserves the right to request additional reports as needed.
- M. Act as a Contractor regarding medical billing and collection services.
- N. Comply with attorney requests for billing statements, including requests from Calvert County Government staff, within three (3) business days.
- O. Provide customer service representatives ready to assist patients and Calvert County Government with patient account information Monday through Friday, 8:00 a.m. to 5:00

p.m. (Local Prevailing Time), excluding holidays recognized by the Contractor. A local or toll-free number shall be provided. Messages shall be returned within twenty-four (24) hours, excluding weekends and holidays.

- P. Employ certified and continually qualified ambulance billing coders/billers who shall be current on billing practices and regularly attend organized training.
- Q. Provide, train, and retain staff who shall work closely and candidly with Calvert County Government staff and its patients daily to ensure collection from every billable ambulance run is practical.
- R. Provide a dedicated account manager and team to Calvert County Government to assist with any issues that may arise with billing.
- S. Send three (3) bills, one (1) every thirty (30) days, until paid to patients whose claims are eligible for collections.
- T. Send three (3) requests, once every thirty (30) days, until paid, for insurance billing information to patients whose primary residence is in Calvert County,
 - 1) The Contractor shall follow up on electronically submitted and/or mailed requests.
 - 2) The Contractor shall not bill residents of Calvert County for unpaid claims.
 - 3) The Contractor shall send notification to Calvert County Government that all efforts to attain insurance information for Calvert County residents have been made.
- U. Follow up on electronically submitted and/or mailed claims or which payment has not been received and then follow Calvert County Government's write-off policy.
 - 1) Calvert County Government's Write-Off Policy. After no payment on the third bill, the Contractor shall send notification to Calvert County Government that all efforts have been made for payment and request the account to be written off by Calvert County Government.
- V. Send refunds for approval by the Department of Public Safety Billing and Compliance Coordinator and the Department of Finance & Budget employees administering the billing program for Calvert County Government.
 - 1) Refunded payments shall be sent to the patient by Calvert County Government.
 - 2) The Contractor shall provide Calvert County Government with the necessary refund request including all pertinent information related to refund payments which shall include refund payee's name, address, amount of refund, and reason for the refund.
- W. Follow all State and Federal rules related to protected health information, electronic, protected health information, The Health Insurance Portability and Accountability Act of 1996 (hereinafter, "HIPPA"), and any other rules and standards related to patient information.

- X. Negotiate contracts for Calvert County Government and provide advice on enrollment and participation with insurance carriers. The Contractor shall not finalize any contractual arrangements without the prior approval and signature from the designated Calvert County Government representative(s).
- Y. Appropriately apply the credits and bill the supplemental insurance or bill the patient directly upon receipt of a partial payment.
- Z. Investigate the reason behind a rejection/denial of claim upon receipt of a rejection of a claim. The Contractor shall communication with Calvert County Government to attempt to bring a resolution to the rejected claim.

4. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Contractor’s ability to satisfy the requirements of this RFP. Promotional brochures containing general company information are not requested and shall not be included. Calvert County Government is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the services for Calvert County Government in conformity with the requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Contractor and staff to be assigned to this Contract as well as qualifications of any subcontractors. No assumptions shall be made on the part of the Contractor as to the prior knowledge of a Contractor’s abilities.

It shall also specify an approach meeting the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Contractor’s capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

2) Each proposal shall contain the following information:

a. Transmittal Letter/Abstract

A brief transmittal letter/abstract, signed by an officer authorized to bind the Contractor to their proposal, which shall provide a summary overview of the Contractor’s proposal.

b. Executive Summary

- (1) Description of organization's background and experience in providing the required services to include structure, area of expertise, number of years in business, proposed services and staffing, list of main office, office that will manage the Project, and any local office(s) and resources, and other data to characterize the Contractor. This shall include a brief overview of the following:
 - a) Experience in performing ambulance billing and collection services.

c. Contractor's Personnel Expertise and Experience

- (1) Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.
- (2) Lead staff with the organization with a summarization of education, professional registrations/memberships, and project expertise.
- (3) Identify the person who would be the primary contact point.
- (4) Provide an organizational chart of the proposed team.
- (5) If applicable, provide subcontractor's resumes and expertise as if they were the Contractor's own personnel.

d. Project Experience

- (1) The Contractor shall have no less than three (3) years' experience providing the required service. The owner's experience may be imputed to a newly formed company provided the owner has at least three (3) years of demonstrated experience of reliability and meets the criteria set forth herein.
- (2) Provide a brief description of a minimum of three (3), but no more than five (5) projects that have been executed by the Contractor to demonstrate experience relevant to the required service. Project experience shall include, but may not be limited to:
 - (a) Working with county governments and/or non-profit organizations to complete ambulance billing and collection services.
- (3) For each project listed, provide the name, address, and a contact name of the client's representative who can be contacted. Include the name of the lead firm in cases where you worked in partnership or in an auxiliary capacity.

e. Proposed Approach

- (1) Provide a detailed approach to onboarding Calvert County Government with the Contractor.

(2) Provide timelines of program implementation.

(3) Detail any support Calvert County.

f. Samples and Reports

Submit sample reports and copies of any remittance sent to a patient.

3) Each proposal shall contain the following items.

a. Independence

The Contractor shall provide an affirmative statement that it is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Contractor shall also provide an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

The Contractor shall also list and describe their professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Contractor shall give Calvert County Government written notice of any professional relationships entered into during the period of this Contract.

b. If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Contractor shall be noted.

c. Fully completed and executed Name and Signature Requirements of Bid and Contract Form, Anti-Bribery Affirmation and Affidavit of Qualification to Bid, and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided. **NO MODIFICATIONS SHOULD BE MADE TO ANY FORM CONTAINED IN THIS RFP, I.E., HEADERS, FOOTERS, ETC.**

d. References. At least three (3) references of similar size and scope completed for other strategic plan projects. Reference shall include the business name, dates, and deliverables, for whom the project was completed, contact name, address, telephone number, and email address. References who are other local governments are preferred.

- e. Additional Information. This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.
- f. If a corporation, certification that the Contractor is in good standing with the SDAT and that corporate charter has not been revoked or forfeited.
- g. Identification of Anticipated Potential Problems
The proposal shall identify and describe any potential problems, the Contractor's approach to resolving problems, and any special assistance which may be requested from Calvert County Government.

The Contractor shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under Md. Ann. Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

- 1) The Contractor shall fill out the Price Proposal form contained herein indicating percentage of collected revenue to be paid to the Contractor.
- 2) Pricing shall include all costs, including but not be limited to, training, certification, supervision, office support, fringe benefits, travel, profit, incidentals, and out-of-pocket costs necessary to accomplish the tasks required.
- 3) No other expenses beyond those specifically identified in this RFP are eligible for payment.
- 4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 160 calendar days to provide Calvert County Government the services as set forth herein.

D. PROPOSAL CONDITIONS

- 1) Price proposals including detailed breakdown accompanying technical submittals shall be determined to be unacceptable to Calvert County Government and shall be returned to the Contractor.
- 2) Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- 3) Proposals shall not be altered or amended by the Contractor after they are opened.

5. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee. No member of the Evaluation Committee shall be from an agency or organization submitting a proposal.

During the evaluation process, the Evaluation Committee and Calvert County Government reserve the right, where it may serve Calvert County Government's best interest, to request additional information or clarifications from Contractors.

B. EVALUATION CRITERIA

Proposals shall be evaluated using the minimum criteria set forth in this RFP. Contractors meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1) Technical Factors

a. Mandatory Elements

- (1) The Contractor is independent as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards.
- (2) The Contractor is in good standing with SDAT or has the ability to establish prior to any potential award.
- (3) The Contractor has no conflict of interest with regard to any other work performed for Calvert County Government.
- (4) The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal including submission of all required forms contained in this RFP.
- (5) Provided three (3) references from customers who are capable of documenting the Contractor's ability to provide the services specified in the RFP.
- (6) Identified any anticipated problems.

b. Technical Qualifications of Contractor

- (1) Background and experience in providing the required service to include structure, area of expertise, number of years in business, proposed services and staffing, list of main offices that will manage the Project and any local office(s) and resources, other data to characterize the Contractor.
 - a) Experience in providing ambulance billing and collection services.

c. Contractor's Personnel Expertise and Experience

- (1) Organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

- (2) Lead staff with the organization with a summarization of education, professional registrations/memberships, and project expertise.
 - (3) Identification of the person who would be the primary contact point.
 - (4) Organizational chart of the proposed team.
 - (5) Subcontractor's resumes and expertise as if they were the Contractor's own personnel.
- d. Project Experience
- (1) No less than three (3) years' experience providing the required service.
 - (2) Brief description of a minimum of three (3), but no more than five (5) projects that have been executed by the Contractor to demonstrate experience relevant to the required service. Project experience shall include, but may not be limited to:
 - (a) Working with county governments and/or non-profit organizations to complete ambulance billing and collection services.
 - (3) For each project listed, provided the name, address, and a contact name of the client's representative who can be contacted, including the name of the lead firm in cases where Contractor worked in partnership or in an auxiliary capacity.
- e. Proposed Approach
- (1) Detailed approach to onboarding Calvert County Government with the Contractor.
 - (2) Provide timelines of program implementation.
 - (3) Detail of any support Calvert County Government would be expected to provide.
- f. Samples and Reports
- Submit sample reports and copies of any remittance sent to a patient.
- 2) Price
- The Price Proposal is an integral part of the RFP and shall be considered during the selection process.
- a. Percentage of Collected Revenue to be Paid to the Contractor.

C. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between Calvert County Government and the Contractor.

Calvert County Government reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of Calvert County Government. Calvert County Government reserves the right not to hold discussion after award of the Contract.

If a Contractor has not paid all taxes owed to either Calvert County Government or a municipal corporation in Calvert County, Maryland or the State of Maryland, or is not in compliance with filing requirements of the IRS for non-profits, Calvert County Government may reject the Contractor's proposal.

Calvert County Government reserves the right without prejudice to reject any or all proposals.

D. FINAL SELECTION

Calvert County Government shall award the Contract to the Contractor best satisfying the needs of Calvert County Government unless all proposals are rejected.

6. ACCEPTANCE OF PROPOSALS

Calvert County Government intends to award a Contract to the Contractor best satisfying the needs of Calvert County Government. All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor shall be based upon technical factors and price. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Contractor to honor these obligations may result in cancellation of the award.

7. CONFLICT OF INTEREST

- A. No officer or employee of Calvert County Government and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of Project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Contractor shall identify any actual or potential conflicts of interest existing or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

8. RESERVATIONS

Calvert County Government reserves the right to request clarification of information submitted or to request additional information about any Contractor as it may reasonably require.

9. LIQUIDATED DAMAGES

- A. In the event the Contractor fails to comply with any of the conditions herein provided and as covered by the Contract, the Procurement Office shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Procurement Office may authorize the service to be performed and to be procured from any available source, with the difference between the actual amount paid by Calvert County Government and the bid from the defaulting Contractor to be charged to the defaulting Contractor plus a cost of \$100.00 per day made payable to Calvert County Government.

10. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

11. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control which is reasonably necessary to the performance of the service required under the Contract.

12. CALVERT COUNTY GOVERNMENT FURNISHED DATA

All information, data, reports, records, and maps as are existing and identified by the Contractor and available to Calvert County Government without significant cost, and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by Calvert County Government. Calvert County Government shall cooperate with the Contractor in every way possible in the carrying out planning of work, provided, however, that the needs of the Contractor for such support are made known to Calvert County Government.

13. DATA RELEASE

The Contractor shall not release information or any reports or other material pertaining to this Contract without the prior express written consent of Calvert County Government except to comply with appropriate state and federal requirements; and in such instances shall consult with Calvert County Government prior to so doing. Further, materials approved for release by the Contractor shall be distributed for profit.

The type and quantity of data to be provided by the Contractor as the product of this effort is defined in the incorporated proposal, and Calvert County Government reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so.

The Contractor may publish information pertaining only to its service under this Contract but shall not release copies of its documentation or final reports to any other parties without the prior written approval of Calvert County Government.

14. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained, at the Contractor's expense, for a minimum of three (3) years, unless the Contractor is notified in writing by Calvert County Government of the need to extend the retention period.

15. REVOCATIONS, CANCELLATIONS, ASSIGNMENTS, OR SUBSTITUTIONS

Calvert County Government and the Contractor respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither Calvert County Government nor the Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by Calvert County Government of another Contractor in place of the party hereto in order to complete the services called for in this Contract, the Procurement Officer shall determine the division of the fee between such substitute and the Contractor who is the party hereto. Calvert County Government, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pay the Contractor the proportionate fee for services properly provided to that point in time.

16. CONTRACT PERIOD

The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by Calvert County Government, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.

This Contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor(s) by Calvert County Government or to Calvert County Government by the Contractor(s) at least ninety (90) calendar days prior to the contract anniversary date, which is the date of the Notice to Proceed or otherwise indicated by Calvert County Government.

17. PRICE ADJUSTMENT

Percentage of collected revenue to be paid to the Contractor shall be firm/fixed for the duration of the Contract.

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the company of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, and administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Authorized Signature

Date

Printed or Typed Name

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the company
Title
of _____
Name of Corporation

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the company for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above company, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the company, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

SIGNATURE

DATE

AGREEMENT

This Agreement made this day of in the year , by and between

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County, Maryland.

WHEREAS, the contract for **2025-055**
Ambulance Billing Services

at the pricing as submitted on page 4 subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

- NOTICE TO CONTRACTORS
- PRICE PROPOSAL
- GENERAL TERMS AND CONDITIONS
- SPECIFICATIONS
- NON-COLLUSION CERTIFICATE
- ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
- CONTRACTOR'S TECHNICAL PROPOSAL
- AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County, Maryland that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County, Maryland does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said
and the Board of County Commissioners of Calvert County, Maryland has caused these presents to be
signed by their respective responsible officers.

CONTRACTOR NAME

AUTHORIZED CONTRACT
REPRESENTATIVE

SIGNATURE

TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____

(SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____
BY:

CALVERT COUNTY GOVERNMENT ATTORNEY