

# TOWN OF YARMOUTH, MASSACHUSETTS

1146 Route 28  
South Yarmouth, MA 02664  
(508) 398-2231



## REQUEST FOR PROPOSALS

FOR

## AMBULANCE BILLING & COLLECTION SERVICES

**RFP-26-FD-005**

**Note to All Proposers:** This document and any addenda are issued electronically only. It is the sole responsibility of each proposer to check the Town of Yarmouth website at [Town of Yarmouth Website](#) for any updates or modifications to this solicitation prior to submitting a response. The Town accepts no liability for proposers who submit proposals based on outdated documents. Proposers may not alter the bid language, specifications, or contract documents. Unauthorized modifications may result in disqualification.

**To stay informed, please sign up on the Town website to receive text or email alerts when new bids are posted.**

**TOWN OF YARMOUTH, MASSACHUSETTS  
REQUEST FOR PROPOSALS FOR**

**AMBULANCE BILLING & COLLECTION SERVICES**

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## 1. INTRODUCTION AND BACKGROUND

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### 1.1 Legal Notice

The Town of Yarmouth, acting through its Town Administrator, hereby requests the submittal of proposals from qualified professional firms for the following:

#### **AMBULANCE BILLING & COLLECTION SERVICES**

This solicitation is being conducted in accordance with the provisions of Massachusetts General Law, Chapter 30B, Section 6, and all contracts must be strictly awarded in accordance with the requirements of this statute. The Town has no discretion under the law to consider proposals that fail to comply with these requirements, except for minor informalities as permitted by M.G.L. c. 30B, §5(f). If it becomes necessary to revise any part of this RFP or provide additional information, an addendum will be issued to all prospective proposers who received the original solicitation.

The Request for Proposals (RFP) documents will be available for review starting at **8:30 a.m. on August 11, 2025**, on the Doing Business page of the Town of Yarmouth website at <https://www.yarmouth.ma.us/bids.aspx>.

A complete response to this RFP requires submission of a **Technical Proposal** and a **Price Proposal**, each in a separately sealed envelope, clearly labeled. Proposals must adhere to all submission instructions outlined in the RFP. Failure to follow these instructions may result in the proposal being deemed nonresponsive.

Proposals must be received no later than **2:00 p.m. Eastern Time on September 2, 2025**, at the following address: Office of the Town Administrator, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA 02664. Proposals will be opened and recorded immediately following the deadline. In accordance with M.G.L. c. 30B, §6, the opening is not public. The Town anticipates awarding a contract within 30 calendar days of the proposal's due date.

If there are any questions regarding any part of the RFP, they should be directed to Svetlana Salemme, Procurement Program Manager, at [ssalemme@yarmouth.ma.us](mailto:ssalemme@yarmouth.ma.us).

The Town of Yarmouth reserves the right to cancel this RFP or reject, in whole or in part, any and all proposals if deemed in the Town's best interest.

### 1.2 Decision to Use the RFP Process

The Chief Procurement Officer (CPO) has determined that in order to obtain the most advantageous contract for Ambulance Billing and Collection Services, the Town must evaluate factors beyond price alone. The Town seeks a provider with demonstrated qualifications, industry experience, and the proven capacity to deliver a comprehensive range of billing, consulting, and collection services tailored to municipal emergency medical transport operations.

This procurement is being conducted pursuant to Massachusetts General Laws, Chapter 30B, Section 6, and will follow the competitive sealed proposals process. Under this process, each proposer must submit a separately sealed **Technical Proposal** and **Price Proposal**. Technical Proposals will be opened and evaluated first based on the comparative criteria outlined in this RFP. Only after the completion of the technical evaluation and ranking will Price Proposals be opened and considered.

The Procurement Program Manager will make a recommendation for award to the Town Administrator based on the proposal deemed most advantageous, taking into account both the Technical and Price Proposals. However, the Town Administrator is not bound by the CPO's recommendation and reserves the sole discretion to award a contract, if at all, to the proposer determined best to fulfill the goals and objectives of the Town.

### **1.3 Background Information**

The Yarmouth Fire Department operates out of three stations across the Town and currently utilizes five ambulances, with plans to expand to six. The Department provides emergency-only ambulance services at the Advanced Life Support (ALS) level.

Total EMS call volume for the last three fiscal years was:

- **FY23:** 6,436 EMS calls
- **FY24:** 6,352 EMS calls
- **FY25:** 6,800 EMS calls

Monthly billing and collection data are tracked by the Town's contracted billing vendor, Coastal Medical Billing. The Department bills at a base rate of \$1,200 per Basic Life Support (BLS) Emergency transport, and currently does not bill for ALS2, specialty care, or treatment without transport.

Patients are primarily transported to Cape Cod Hospital, and the average loaded mileage per trip is approximately 6 miles.

## 2. SUMMARY INFORMATION AND CALENDAR

Procurement Contact	Svetlana Salemme, Procurement Program Manager <a href="mailto:ssalemme@yarmouth.ma.us">ssalemme@yarmouth.ma.us</a> 508.398.2231 ext. 1283	
EVENT	DATE	DESCRIPTION
Advertisement	August 11, 2025	Advertisements will be posted in the Register newspaper, Massachusetts' online procurement platform: COMMBUYS
Request for Proposal Available	August 11, 2025	RFP documents containing information and details of bidding requirements may be obtained on the Town of Yarmouth website at <a href="http://www.yarmouth.ma.us/">http://www.yarmouth.ma.us/</a> "Doing Business, View Bids" page. All proposers must register on the Bid Posting system to receive notifications.
Deadline for Written Questions	7 days prior to the RFP due date, no later than 1:00 p.m.	<b>Via email only to: <a href="mailto:ssalemme@yarmouth.ma.us">ssalemme@yarmouth.ma.us</a></b> Clearly label questions by using the following subject line: QUESTION – AMBULANCE BILLING & COLLECTION SERVICES
Official Answers for RFP Q&A, Addenda published (Estimated)	May be issued up to 7 days prior to the due date of responses.	If any changes are made to this RFP, an addendum will be issued. Addenda will be posted to the <a href="#">Town's Website</a> . All Proposers are required to acknowledge all addenda in their response.
When and Where Proposals are Due	See Legal Ad	Proposals must be received by the due date and time at: Office of the Town Administrator, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. Late submissions will not be considered. No faxed or emailed submissions will be accepted. Technical proposals will not be opened publicly; a list of Proposers will be made available after the submission deadline.
Anticipated Award	Within 30 days	The Town will issue an award letter to the most advantageous Proposer considering both the technical and price proposals. Work is not authorized to begin until a final contract is negotiated and executed between the Proposer and the Town.
Contract executed	Within 90 days of the due date	The Town will negotiate a contract with the Proposer for whom the procurement was awarded. If negotiations are not successful, the Town may move to the next highest-ranked Proposer.
Prior to Contract Execution		

### 3. SCOPE OF SERVICES AND SPECIFICATIONS

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#### 3.1 Purchase Description/Scope of Services

The Town of Yarmouth is seeking a qualified contractor to provide **comprehensive ambulance billing and collection services** for its emergency-only Advanced Life Support (ALS) ambulance operations.

The selected contractor shall be responsible for:

- Preparing and submitting claims to Medicare, Medicaid, private insurers, and self-pay patients
- Managing all collections and payment processing
- Providing detailed monthly financial reports and deposit summaries
- Assisting with patient inquiries and offering support for financial hardship cases
- Maintaining full compliance with HIPAA and other applicable laws
- Coordinating with the Town's ImageTrend EMS reporting system for data integration

The Town expects the contractor to maximize collections, minimize outstanding balances, and provide responsive, professional customer service to both the Town and its residents.

#### 3.2 Contract Term Length and Renewal Options

The initial contract term shall be for **one (1) year** from the effective date of contract execution. The Town, at its sole discretion, may exercise up to two (2) additional one-year renewal options, contingent upon satisfactory performance and continued need for services.

The anticipated start date is **October 1, 2025**, subject to contract execution and approvals. All contract renewals shall be in writing and mutually agreed upon by both parties.

#### 3.3 Ambulance Rates and Fees

The Town of Yarmouth's established Ambulance Rate Schedule shall serve as the basis for billing patients and third-party payers for emergency medical services rendered. These rates apply uniformly to all transports and are subject to change only by official action of the Town.

As of the issuance of this RFP, the most recently published rates are:

- **Basic Life Support (BLS):** \$1,200.00
- **Advanced Life Support (ALS):** \$1,800.00
- **Mileage (per mile):** \$30.00

These rates may be revised by the Town at its discretion. Any such changes will be communicated to the selected contractor, who shall apply the updated rates accordingly in all billing activities.

As of the issuance of this RFP, the Town of Yarmouth's ambulance billing and collection services are provided by Coastal Medical Billing, Inc., under a fee structure of 2.95% of actual net collections. This information is provided for reference only and does not bind the Town to any future pricing or vendor relationship.

### 3.4 Collection and Deposits

All payments collected by the selected billing service provider on behalf of the Town shall be recorded in detail and deposited directly into an account at a financial institution designated by the Town of Yarmouth for municipal banking services.

The Town does not utilize a lockbox service. EFTs are deposited into a Town-designated account. The Town also accepts payments at Town Hall, including credit card payments (with an assessed processing fee).

For each deposit made, the contractor shall provide a corresponding detailed remittance report to:

- The Yarmouth Fire Department, 96 Old Main Street, South Yarmouth, MA 02664; and
- The Town of Yarmouth Accounting Department.

At the close of each month, the contractor shall submit an invoice to the Town for services rendered, based on the percentage of actual net collections received during the billing period. Only amounts actually collected shall be subject to billing. No additional fees, surcharges, or reimbursable costs will be allowed unless expressly approved in advance by the Town.

The contractor shall bill the Town monthly for charges earned, calculated as a fixed percentage of actual collections received during the prior month, net of any refunds or returned payments. **Any charges not invoiced within sixty (60) days** following the close of the applicable month shall be deemed **waived and forfeited**, and the Town shall have no obligation to pay such amounts.

### 3.5 Billing Responsibilities

The following table outlines the contractor's key billing responsibilities under this agreement. These tasks must be performed in accordance with applicable laws, payer guidelines, and Town policies.

Responsibility	Description
Data Submission by Fire Department	Town will provide the contractor with Electronic Patient Care Reports (EPCRs) for each transport, including patient and incident details.
Signature Collection	Fire Department personnel will attempt to obtain the patient's signature. If unsuccessful, the contractor must make reasonable efforts to obtain the signature post-transport.
Tracking Period	All transport and revenue data must be tracked and reported based on the Town's fiscal year (July 1 – June 30).
Balance Adjustments	The contractor shall not reduce or write off patient balances without written approval from the Fire Chief or designee. Monthly reports of adjustment requests must be submitted to the Town.
Contract Administration Contact	The contractor must designate an authorized representative to manage day-to-day communications with the Town.



Collections Protocols	The contractor shall adhere to billing and collections schedules as directed by the Fire Chief and Treasurer/Collector.
Electronic Claim Submission	Electronic submission is mandatory for Medicare and Medicaid claims and preferred for all other insurers. Paper claims may be used only when electronic submission is not possible.
Pre-Screening of Claims	The contractor must verify each claim's compliance with payer requirements (e.g., physician certification, medical necessity, assignment of benefits).
Insurance Verification	The contractor must verify insurance eligibility using commercial databases and other accepted tools prior to submitting claims.
Indemnification	The contractor shall indemnify and hold the Town harmless from any losses or claims arising from the contractor's performance or failure to act.

#### **Additional Information:**

The following operational details are provided for context and reference. These do not constitute contractor responsibilities, but are relevant to the scope of billing services:

- There is no difference in billing rates between residents and non-residents.
- Patients are typically transported to Cape Cod Hospital.
- The average loaded mileage per trip is approximately 6 miles.
- The Town currently charges \$1,200 for Basic Life Support (BLS) Emergency transports.
- As of the date of this RFP, the Town does not bill for Advanced Life Support Level 2, Specialty Care Transport, or Treatment Without Transport.
- Transport volume and other operational data are included in Section 1.3.

#### **3.5.1 Waiver Handling Policy**

The Town of Yarmouth is committed to balancing revenue collection with compassionate billing practices. To that end, a formal Waiver Policy will be administered by the Town for patients facing financial hardship. Proposers are required to submit a description of their internal processes and capabilities for handling hardship cases, including any existing written policies or forms used with other municipal clients.

#### **3.6 Section 3.6 – Records and Reports**

The Contractor shall provide comprehensive and timely reporting to the Town of Yarmouth to support transparency, financial reconciliation, and internal audit functions. At a minimum, the Contractor shall be responsible for furnishing the following reports and data:

Ambulance Billing & Collection Services RFP  
Town of Yarmouth, MA

<b>Reporting Requirement</b>	<b>Description</b>
1) Collection Reports	Detailed report of all collections received, accompanied by corresponding deposit slips showing amounts deposited to the Town's designated municipal bank account.
2) Monthly Summary & Aging Reports	End-of-month recap including aging reports showing the balance of open receivables and other relevant indicators.
3) Required Reconciliation Reports	Monthly listings of commitments, write-offs, adjustment credits, and any additional reports necessary to reconcile the account balances from month to month.
4) Custom Reports	Any additional or ad hoc reports requested by the Yarmouth Fire Department shall be provided in a format specified by the Department.
5) Records Availability	All records and correspondence related to the Town's accounts receivable and the Contractor's collection efforts shall be made available to the Town or its authorized representatives upon request.
6) Electronic Billing Integration	Contractor must support billing integration with the Town's ImageTrend Emergency Medical Reporting Software and accept electronic data transfers from the system.
7) Comparative Revenue Reports	Monthly reports shall include a comparison of receipts to the same period in the prior fiscal year.
8) Support to Consultants	Upon request, Contractor shall provide account-level data and work cooperatively with any Town-designated consultant or auditor for the purposes of review, analysis, or reconciliation.

### 3.7 Optional Services

The Town of Yarmouth is interested in identifying any **optional services** that may provide added value or enhance compliance with regulatory requirements. One such service includes:

<b>Optional Service</b>	<b>Description</b>
<b>Notice of Privacy Practices Mailing</b>	The Contractor may assist the Town in meeting its obligations under the Health Insurance Portability and Accountability Act (HIPAA) by mailing a Notice of Privacy Practices to each patient transported. This notice is required to be sent only once per patient, regardless of the number of transports they receive.

Proposers who are able to provide this or other optional services are encouraged to include:

- A detailed description of the service(s) offered
- Any additional cost(s) clearly itemized in the **Price Proposal**

Optional services will not be considered part of the base evaluation but may be factored into the final contract negotiations at the Town's discretion.

### 3.8 Expenses

The following provisions shall govern cost responsibility and expense reimbursement under the resulting contract:

Provision	Description
1) Contractor-Borne Costs	All expenses directly or indirectly related to the billing and collection of the Town of Yarmouth's ambulance service accounts shall be the sole responsibility of the Contractor.
2) Refunds	Any refunds due to patients or insurers shall be processed by the Town after receiving complete and appropriate supporting documentation from the Contractor.
3) Town Consent for Expenses	The Contractor shall not incur any expenses on behalf of the Town without prior written consent. Unauthorized expenses shall not be reimbursed under any circumstances.

## 4. INFORMATION & INSTRUCTIONS TO PROPOSERS

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### 4.1 Definitions

In addition to the definitions found in [M.G.L. Chapter 30B](#), which apply to all procurements for goods and services, the definitions found below apply to this Request for Proposals.

- (a) Whenever the term RFP is used, the reference is to this Request for Proposals or portions thereof, together with any exhibits, attachments, or addenda it may contain.
- (b) Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the RFP. The addenda will become part of the Contract.
- (c) Contract - A legally enforceable agreement between a Contractor and the Town of Yarmouth. The Town of Yarmouth issues a Standard Contract Form and other forms or documentation that Town uses to document the Procurement of Commodities or Services, or both. A watermarked version of the Standard Contract Form is attached for reference. Do not submit these forms until instructed to do so.
- (d) Unless the context suggests otherwise, the terms Company, Proposer, Proposer, Submitter, or Vendor as used in this RFP (whether capitalized or not) shall refer to the same legal entity that submits a proposal and is responsible for responding to this Request for Proposal.
- (e) Contractor - An individual or organization which enters into a Contract with the Town of Yarmouth to provide Commodities or Services, or both.
- (f) Signature or "signed" means the discrete, verifiable symbol of an individual that, when affixed to a writing with the knowledge and consent of the individual, indicates a present intention to authenticate the writing. This includes electronic symbols attached to or logically associated with the RFP documents and executed or adopted by a person with the intent to sign the documents.

### 4.2 Pre-Proposal Conference

No pre-proposal conference will be held for this solicitation. Proposers are encouraged to submit written questions by the deadline stated in the **Summary Information and Calendar** section of this RFP.

### 4.3 Questions and Clarifications

No interpretation of the meaning of the specifications or other RFP documents will be made to any proposer orally and, if provided orally, shall not be relied upon by proposers unless confirmed in a written addendum.

Any questions by the prospective proposer concerning the interpretation of the Contract Documents must be submitted in writing to the email contact listed in the [Legal Notice](#) and should be in its possession at least seven working days before the date set for the receipt of the proposals.

To ensure fair public notice to all prospective proposers, any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at <https://www.yarmouth.ma.us/bids.aspx>.

The Town will make no attempt to contact vendors with updated information. The addenda will be posted on the Town's website. It is the responsibility of each offeror to periodically check <https://www.yarmouth.ma.us/bids.aspx> for any and all notifications, releases, and addenda associated with the RFP. Failure to receive or acknowledge any addendum issued by the Town regarding the RFP will not release the proposer from the obligations in their response.

#### **4.4 Responsive Proposal**

A responsive proposal is one that has been properly and timely submitted, contains all required attachments, and consists of a separately sealed **Technical Proposal** and separately sealed **Price Proposal** following the form of submission outlined in Section 5 of this RFP.

#### **4.5 Submission Requirements**

M.G.L. c. 30B § 6(b) requires the separate submission of price. Price Proposals and Technical Proposals must be submitted in separate envelopes. **Electronic submissions are not accepted.** Proposals must be submitted in hard copy, in sealed envelopes, as detailed in this section.

Each response shall include two clearly marked and sealed opaque envelopes, each labeled with:

- The project title
- The name and address of the Proposer

**ENVELOPE #1: TECHNICAL PROPOSAL** should contain the following:

- One (1) original signed hard copy
- One (1) electronic copy of the signed Technical Proposal on a flash drive
- Labeled:

**TECHNICAL PROPOSAL**

**Ambulance Billing & Collection Services**

Submitted by: (Name of Proposer/Proposer)

**ENVELOPE # 2 PRICE PROPOSAL** should include the following:

- **One (1) original signed hard copy only**
- Labeled:

**PRICE PROPOSAL**

**Ambulance Billing & Collection Services**

Submitted by: (Name of Proposer/Proposer)

**Delivery Location:**

Office of the Town Administrator  
Town of Yarmouth Town Hall  
1146 Route 28

South Yarmouth, MA 02664  
Attn: Svetlana Salemm

**Important Notes:**

- 1) Inclusion of price information in the Technical Proposal may result in immediate disqualification.
- 2) Proposals received after the deadline stated in the Legal Advertisement will be rejected as nonresponsive.
- 3) Proposals must be delivered to the specified location. Faxed or emailed submissions will not be accepted.
- 4) It is the sole responsibility of the proposer to ensure timely delivery to the correct location.

**4.5.1 Technical Proposal Specifications**

- 1) Must comply with the format and order outlined in **Section 5** of this RFP.
- 2) Must not contain any reference to pricing. Inclusion of pricing data in the Technical Proposal will result in disqualification.
- 3) Must include all **required forms**, signed by the authorized signatory.
- 4) Must demonstrate that the proposer meets all **Minimum Requirements** (see Section 6).
- 5) Must address all **Comparative Evaluation Criteria** (see Section 7).
- 6) Must acknowledge receipt of any and all **addenda** issued by the Town.

**4.5.2 Price Proposal Specifications**

- 1) Must follow the structure and content requirements in **Section 5**.
- 2) Must be submitted in a **separate sealed envelope**, apart from the Technical Proposal.
- 3) Must be signed by the authorized person listed in the Technical Proposal.

**Late Submissions**

Proposals must be received in full by the date and time stated in the Legal Advertisement. Any proposal received after the deadline shall be deemed nonresponsive and will not be considered. Postmarks or shipping labels will not be accepted as evidence of timely delivery. It is the sole responsibility of the proposer to ensure timely receipt.

**4.6 Proposal Modification and Withdrawals**

Proposers may correct, modify or withdraw the original submittals on or before the date and time as stated in the "[Legal Advertisement](#)." Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the

contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.

After the opening, an applicant may not change any provision of their response in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived by the Town.

#### **4.7 Proposer's Acknowledgment of Terms**

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with the terms of this RFP and all provisions of the Contract included with this RFP and accepts all terms and conditions of both. Upon finding any omissions or discrepancies in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate this RFP and/or to be thoroughly familiar with this RFP shall in no way relieve the Proposer from any obligation with regard to their proposals.

#### **4.1 Evaluation Process**

The evaluation of Technical Proposals will be conducted by the Chief Procurement Officer (CPO) or person(s) or an Evaluation Committee so appointed by the CPO. The judgment of the evaluators will be based upon the evaluation criteria outlined in this RFP and shall be final.

In assessing qualifications, the Town may consider:

- Past performance on contracts with the Town or other public agencies
- Information obtained from references
- Any documented concerns about the proposer's responsiveness, responsibility, or ability to perform the required services

**Negative references** or a record of **unsatisfactory performance** on similar work may result in a proposer being deemed **non-responsible** and disqualified from further consideration.

Technical Proposals will be opened on the date and at the time stated in the "[Legal Advertisement](#)," and the name of the person or organization submitting a proposal will be read and recorded. Proposal opening will be conducted in private. The names of all proposers will be recorded in a proposal register, which shall be made available for public inspection upon request after contract award. The Technical Proposals will be reviewed and ranked prior to the opening of Price Proposals.

**Price Proposals** will be opened only after completion of the technical evaluation and ranking process.

#### **4.2 Interviews of Proposers**

After review of the Consultant's Technical Proposal, the RFP Evaluation Committee may interview the qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will be eliminated for further consideration and will not be interviewed. Interviews will be conducted only if deemed necessary by the Evaluation Committee.

Proposers not selected for interviews will still be considered for award if their written submission is determined to be advantageous to the Town. No reimbursement shall be made for any expenses incurred for attending an interview.

### 4.3 Rule for Award

Any contract resulting from this RFP shall be awarded to the responsive and responsible proposer whose proposal is determined by the Town to be most advantageous, taking into consideration both the Technical Proposal and the Price Proposal, as evaluated in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any proposal that is deemed abnormally low or high in price, or otherwise not responsible, as defined in M.G.L. c. 30B, §2.

The Town's evaluation team shall be the sole judge in determining whether a proposal meets the requirements of this RFP and whether the proposal provides the best value to the Town.

If a contract is awarded to a proposer who did not submit the lowest price, the Town may provide a written explanation detailing the reasons for the award, including the comparative advantages of the selected proposal.

### 4.4 Award and Rejection Procedures

The Town of Yarmouth will issue a written **Notice of Award** to the successful proposer in the form of an award letter. This notice will include the Contract to be executed between the Town and the successful proposer.

The selected proposer shall return the executed Contract to the Town within **ten (10) calendar days** of receipt. Failure to do so may result in the Town withdrawing the award and selecting another proposer, or pursuing remedies under any applicable bid security.

Failure to review the Town's contract documents shall not relieve the successful proposer from the obligations contained therein.

The Town reserves the right to:

- Reject any or all proposals, in whole or in part, when in the Town's best interest.
- Waive minor informalities or irregularities.
- Request additional information from any proposer, if deemed in the Town's interest.
- Amend the resulting contract to the extent permitted by law.

Any proposal that fails to include required documentation or omits material information as outlined in this RFP will be deemed **nonresponsive** and will be rejected.

### 4.5 Term of Validity of Proposal

All proposals shall remain valid for a period of not less than ninety (90) calendar days from the proposal due date. By submitting a proposal, the proposer affirms this term of validity.

Negligence on the part of the proposer in preparing their proposal confers no right to withdraw the proposal after the deadline for receipt. Proposals may not be withdrawn after submission except as provided by law.

### 4.6 Expenses



Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town. All costs of meeting the requirements of this RFP and any resulting contracts, including those for insurance, professional services, or licensure, shall likewise be the exclusive responsibility of the proposer and not the Town.

#### **4.7 Unexpected Closure or Delays**

If, at the time of the scheduled Proposals submission deadline, the designated location for delivery of the Proposals is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until 11:00 a.m. on the next normal business day (Monday through Friday, excluding Holidays). Proposals will be accepted at the same location until that date and time.

#### **4.8 Execution of Contract**

##### **The Contract Documents**

The following documents form the contract:

- The Request for Proposals,
- All documents incorporated by reference in the RFP,
- Amendments, addenda or any modifications to the RFP,
- Proposer's Technical and Price Proposals,
- Documentation of any plan negotiations with Proposer,
- The awarded contract and all amendments, addenda, modifications, extensions, and exercises of options, as well as the written explanation of any increases or decreases in scope, price, or quantity.

The intention of the Contract Documents is to encompass all labor, materials, equipment, and other items necessary for the proper execution and completion of the Work, along with the terms and conditions of payment. It also includes all Work that may be reasonably inferred from the Contract Documents as necessary to achieve the intended results

##### **4.8.1 Electronic signature.**

This Agreement may be executed using electronic signature technology that complies with Massachusetts law governing electronic signatures, including, but not limited to, DocuSign®. Electronic signatures shall be deemed as valid and binding as original, wet signatures.

##### **4.8.2 Entire Agreement.**

The Contract Document represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations, or agreements, whether written or oral. The Contract may only be amended or modified through a Change Order.

#### **4.9 Taxes**

Purchases made by the Town are exempt from the payment of Federal excise tax, and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the price(s) offered. If requested, the Town will provide the awarded Proposer with a copy of the Towns Certificate of Exemption.

#### **4.10 Insurance**

Insurance coverages and limits are included as part of the Town of Yarmouth Contract terms and conditions. Review all contract documents in the Exhibits to this RFP to ensure compliance with these requirements.

#### **4.11 Licenses and Permits**

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Proposal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The Town of Yarmouth reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted. See Section 6, for additional information.

#### **4.12 Prohibitions**

Proposers are prohibited from communicating directly with any employee of the procuring department regarding this RFP except as specified in this RFP, and no other individual Town employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Proposers may contact the contact person using the contact information provided in Section 2 in the event that this RFP is incomplete or the information is missing.

#### **4.13 Public Records Law**

All quotes and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

## 5. INSTRUCTIONS FOR SUBMISSION OF RESPONSES

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Follow the instructions below for the format to be used in responding to this RFP. Submission of these proposals should follow the requirements outlined in **Section 4** of this RFP.

### 5.1 Technical Proposal

Technical Proposals should follow the general specifications identified in **Section 4** of this RFP. Technical Proposals must not contain any reference to price. **The inclusion of pricing data in the Technical Proposal may result in the disqualification of the Proposer's Proposal.** Proposers should ensure their Technical Proposal contains the information necessary to ascertain meeting of Minimum Criteria as well as the information necessary to evaluate the Evaluation Criteria. Technical Proposals should conform to the following format, each included as a separate section of the Technical Proposal:

- 5.1.1. Cover Letter** – of no more than two pages, indicating your interest and ability to complete the scope of services indicated in this RFP in accordance with any and all requirements and timelines noted within the RFP. The cover letter should be signed by a duly authorized representative of the proposer.
- 5.1.2. Certifications and Attachments** – Proposers must complete and sign the Certifications Required by Law, included as Form B in this RFP. Form B may be downloaded and completed electronically or printed and filled in manually. Signed certifications must be included in the Technical Proposal package.
- 5.1.3. Profile Information** – a written description of your company and/or services offered. The Profile Information Section should include the following information:
  - a. Complete the legal name of your organization/company
  - b. Principal place of business and any local offices
  - c. Years in the Industry: a proven track record of providing the types of products and services you are bidding.
  - d. State the number of current public contractual agreements in place, as well as the number of contractual agreements in the last three (3) years prior to the Opening Date (RFP deadline) of this solicitation.
  - e. Specifically, identify engagements similar to the one described in this RFP.
- 5.1.4. Assignment of Personnel and Statement of Qualifications.**

Please identify and describe the qualifications of the individual or key individuals responsible for delivering services to the Town under this contract. Proposers are encouraged to highlight any relevant expertise and training experience that pertains to this contract. This section should include:

- a. Identification of the person or key person(s) who will be responsible for providing services to the Town under this contract and
- b. A specific description of the key individual's experience in providing services similar to those described in this RFP.
- c. A description of any relevant skills, licenses, experiences, etc., that the proposer believes are important for consideration in evaluating the response.
- d. Resumes, profiles, Curriculum Vitae, etc., of each person(s) may be included in this section, provided they address the information requested above.

### **5.1.5. Relevant Experience and References**

The proposer must briefly describe the scope of services performed during their years in business. This should include the number of current public contractual agreements as well as the number of contractual agreements established in the three (3) years preceding the Opening Date (the RFP deadline) of this solicitation.

List up to three (3) projects that involve work similar to the proposed project and were completed within the last 10 years. For each project, include the following information: client agency, contact person, address, project costs, project status, relevant data such as the size of the project, and a brief description. This section will be essential for the Town's reference checks; therefore, please ensure that all contact information is accurate, including phone numbers, email addresses, and business addresses, especially for contacts who may have moved. Please use the Reference Sheet included in the RFP as Attachment D.

Additionally, select one "Primary project" that has been successfully completed and best demonstrates relevant experience. This project description should include a summary of its connection to the proposed work and should not exceed two pages.

**5.1.6. Financial Stability** - The proposer should demonstrate his/her financial solvency and ability to support the proposal they have submitted. The successful proposal will include information that demonstrates the proposer has the financial capability to fulfill the requirements set forth in the Contract and RFP documents.

**5.1.7. Approach to Work & Work Plan** – Proposer shall provide detailed work and technical plans that describe their understanding of the Scope of Services as well as their strategies, methodologies, resources, approach to labor, and action plan with timelines to accomplish the requirements defined with the Scope of Work within Exhibit 1.

Following the selection of the top-ranked Proposal, the Awarding Authority and the Contractor will verify the proposed strategy. Based upon the results, the Town may negotiate a proposed plan with the selected contractor.

### **5.1.8. Additional Added Value Services**

Proposers are encouraged, but not required, to describe any additional value-added services they can provide that go beyond the core scope of work. These services may include options that improve efficiency, enhance reporting, support patients, or increase collections at no additional cost.

Although including these services is not mandatory, doing so may strengthen the proposer's Technical Proposal and improve its overall evaluation ranking.

Please clearly identify and briefly describe any additional services your firm can offer the Town in your response to this section.

## 5.2 Price Proposal

Price Proposals must be submitted in a **separately sealed envelope**, clearly labeled as outlined in Section 4 of this RFP. No reference to price should appear in the Technical Proposal.

Each proposer must submit a fully completed Price Proposal Form (Form B) provided in this RFP. The proposed pricing shall be expressed as a **fixed percentage (%) of actual net collections** received on behalf of the Town. This percentage must include all costs associated with performing the required services, including but not limited to:

- Labor and administrative costs
- Software or systems access
- Postage, supplies, or materials
- Travel or incidental expenses
- Any overhead or profit

**No additional fees or reimbursable expenses will be permitted unless expressly authorized in advance by the Town.**

Failure to submit the Price Proposal in a separate sealed envelope or to use the required format may result in disqualification.

## 6. MINIMUM REQUIREMENTS

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Proposers submitting a proposal for this RFP must meet the the Minimum Criteria outlined in this section. Proposers should clearly and explicitly demonstrate compliance with each item in their **Technical Proposal** to assist the Evaluation Committee in determining responsiveness. Proposals that do **not** meet **all** of the Minimum Criteria will be deemed **non-responsive** and will not advance to the evaluation of Comparative Criteria.

### 6.1 Minimum Requirements

#	Minimum Requirement	Meets Requirement (Yes/No)
1	The Proposer is an established business, corporation, partnership, firm, or individual regularly engaged in providing ambulance billing and collection services as part of its principal operations. The entity must have been in business for at least five (5) years. A brief business description, number of employees, and a representative list of clients (sample acceptable) must be included. <b>Note:</b> For businesses formed less than three years ago through merger, acquisition, or similar restructuring, the Town may consider the combined experience of predecessor entities.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	The Proposer has provided ambulance billing and collection services to municipal clients for a minimum of five (5) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	The lead individual assigned to manage the Town's engagement has provided similar services to at least three (3) municipalities since January 1, 2018.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	The Proposal includes a written statement confirming that the proposer has read and understands all provisions of this Request for Proposal and agrees to its terms. Any exceptions must be clearly identified.	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 6.2 Staffing Requirements

While the Town recognizes that ambulance billing and collection services may primarily involve back-office operations, the proposer must still identify the key personnel who will be assigned to this contract and describe their roles and responsibilities. This includes the designated account manager and any staff responsible for reporting, compliance, or client communication.

For each individual, the proposer shall provide:

- Name
- Work Assignment (e.g., Account Manager, Compliance Officer, Billing Specialist)
- Key Project Responsibilities
- Estimated level of commitment to this project (e.g., number of workdays or % allocation), along with any concurrent commitments to other projects.
- Current assignments to other municipal accounts, if applicable

In the event that any proposed staff member becomes unavailable (e.g., due to reassignment, resignation, or termination), the proposer shall notify the Town in writing and request approval for a substitution. The Town's Contract Administrator reserves the right to approve or reject any proposed staff changes based on qualifications and continuity of service. A written response will be provided by the Town within seven (7) business days of such request.

## 7. EVALUATION CRITERIA

Proposals that meet or exceed the minimum criteria and are determined to be both responsive and responsible will be further reviewed using the comparative criteria outlined in this Section. To the extent that a criterion is based on the evaluation of a proposer's plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer, if applicable. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

An "Unacceptable" rating in any of the criteria may eliminate the Proposal from being further considered.

To the extent that an Evaluation Criterion requires the certification of fact and this RFP does not require otherwise, a proposer's certification as to that fact shall be an adequate response provided; however, upon request, the proposer shall provide evidence to the Town to support that fact.

The following criteria will be used in the evaluation of responses:

### 7.1 The overall experience of the firm or individual submitting the Proposal

Highly Advantageous	The proposer has more than 10 years of experience providing ambulance billing and collection services to municipal clients.
Advantageous	The proposer has at least five (5) years but less than 10 years of experience providing similar services to municipalities.
Unacceptable	The proposer has less than five (5) years of experience providing similar services to municipalities.

### 7.2 Quality Scope of Services and Project Understanding and Approach.

The Town will evaluate each proposal based on the clarity, completeness, and demonstrated understanding of the scope of services. This includes the proposer's approach to ambulance billing and collection operations, compliance with municipal and regulatory standards, and ability to maximize collections while maintaining a responsive and professional patient experience.

Highly Advantageous	The proposal clearly demonstrates a comprehensive understanding of the Town's goals and requirements. The proposer outlines a thoughtful, organized, and technically sound approach to ambulance billing, collections, reporting, and customer service. The plan includes effective strategies for maximizing collections, handling patient hardship cases, ensuring compliance, and integrating with the Town's EMS reporting systems.
Advantageous	The proposal demonstrates a solid understanding of the project scope and presents a logical, feasible approach to meeting the Town's needs. While not as detailed or innovative as a Highly Advantageous response, the proposal conveys confidence in the proposer's ability to fulfill the contract.

Not Advantageous	The proposal demonstrates only a basic understanding of the Town's scope of services. Key components such as collections, reporting, or hardship protocols are inadequately addressed or lack clarity.
Unacceptable	The proposal fails to demonstrate a meaningful understanding of the Town's goals, scope of services, or operational requirements. The response lacks sufficient detail or coherence to instill confidence in the proposer's ability to perform the work.

### 7.3 Capacity and Staffing to Deliver the Project.

The Town will evaluate the proposer's ability to deliver the required services through appropriate staffing and organizational capacity. This includes assessing the experience and qualifications of proposed personnel, clarity of roles, and the proposer's commitment to providing adequate resources throughout the contract term.

Highly Advantageous	The proposal provides a clearly defined and well-organized staffing plan that exceeds the Town's needs. The team includes highly qualified and experienced personnel, and the proposer demonstrates a strong commitment to assigning its most capable staff. Roles and responsibilities are explicitly defined and aligned with the project's scope and timeline.
Advantageous	The staffing and organization plan meets the Town's needs. The team includes adequately qualified personnel with relevant experience, and roles are generally defined. The plan demonstrates the proposer's ability to successfully complete the work.
Not Advantageous	The staffing information provided may meet the Town's needs, but the organization plan is unclear or lacks sufficient detail to determine the qualifications and responsibilities of key personnel.

### 7.4 General Impression of Proposal.

The Town will evaluate the overall quality, clarity, and completeness of the proposal. This includes how well the proposer communicates their understanding of the Town's needs, their commitment to the project, and the professionalism of their response.

Highly Advantageous	The proposal is exceptionally well-organized, complete, and clearly written. It demonstrates a deep understanding of the project and exceeds all RFP requirements. The submission reflects the proposer's strong commitment to the Town and inspires high confidence in their ability to perform at a superior level.
Advantageous	The proposal is well-organized, generally complete, and clearly addresses all major RFP requirements. It conveys that the proposer is capable of performing the contract satisfactorily and shows a reasonable commitment to the project and the Town.
Not Advantageous	The proposal is poorly organized or lacks clarity. Key information is missing or difficult to locate, and the submission does not instill confidence in the proposer's ability to perform the required services. It fails to meet one or more important requirements of the RFP.

### 7.5 Inclusion of Additional, Added Value Services

Rating	Criteria
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Highly Advantageous	The proposal includes more than one additional added value service providing determinable value or benefit to the Town.
Advantageous	The proposal includes at least one additional, added-value service providing determinable value or benefit to the Town.

## 8. APPENDICES



## 8.1 APPENDIX 1 – RFP EXHIBITS

Exhibits are included within the RFP documents to provide additional information relating to the services being procured and to outline the contractual terms and conditions. These exhibits are designed to assist Proposers in developing their proposals and determining the price. Questions or clarifications relating to this information should be sought following the instructions included in Section 4 of the RFP. The following exhibits are included in this RFP:

### **EXHIBIT 1 - TOWN OF YARMOUTH STANDARD CONTRACT FORM**

*Includes required Clerk's Certificate for corporations.*

Corporations must complete and return the **Clerk's Certificate** included in this Exhibit. The certificate must be executed by the Clerk of the Corporation, attesting to the authority of the individual signing the Contract. This certificate shall be affixed with the corporate seal, if applicable.

Failure to submit the completed Clerk's Certificate may delay the execution of the Contract.

## 8.1.1 EXHIBIT 1 - TOWN OF YARMOUTH STANDARD CONTRACT FORM

**Note to Proposers:** The following Standard Contract Form is provided for informational purposes only. You are not required to sign or submit this contract with your proposal. The selected proposer will be required to execute this contract after award.

### SELECTMEN

### TOWN OF YARMOUTH<sup>1</sup>

Contract #

**CONTRACT NAME:** AMBULANCE BILLING & COLLECTION SERVICES

This Contract is entered into on, or as of this date by and between the Town of Yarmouth and the Contractor, as indicated below:

Town of Yarmouth, Massachusetts		Contractor Name & Address	
Business Address for Notice			
Town Administrator		BUSINESS NAME	
1146 Route 28		ADDRESS	
South Yarmouth, MA 02664		CITY, STATE, ZIP	
		ADDL.	
<b>Contract Manager</b>		<b>Contact Person</b>	
NAME		NAME	
DEPT.			
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
PHONE		PHONE	
EMAIL		EMAIL	

1. This is a Contract for the procurement of the following:

**Ambulance Billing & Collection Services** to be provided on behalf of the Town of Yarmouth, including but not limited to: submission of claims to Medicare, Medicaid, private insurers, and self-pay patients; full-service collections and deposits; insurance verification; detailed monthly financial and aging reports; HIPAA-compliant data handling and patient service; and integration with the Town's EMS reporting software (ImageTrend).

<sup>1</sup> Contract Long Form Services more than \$25,000.00 \_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

The Contract Documents, which comprise the Contract between the Town and the Contractor, are incorporated by reference and consist of the following:

- a) The Request for Proposals (RFP) titled *Ambulance Billing & Collection Services*, issued on August 11, 2025 – incorporated by reference;
- b) The Contractor's Proposal submitted on [Insert Submission Date] – incorporated by reference;
- c) The Final Scope of Work agreed upon by both parties – Attachment A.

2. The Contract price to be paid to the Contractor by the Town is:

**XX % of actual net collections (receipts).** This fixed percentage rate shall remain in effect for the full duration of the Contract, including the initial one-year term and any renewal periods, not to exceed a total of three (3) years.

The final value of the Contract shall be based solely on actual collections received and services rendered. The Town shall only be responsible for payment of fees calculated under this rate, and only for amounts collected during the Contract term.

3. Payment will be made as follows:

- 3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).
- 3.2. No additional costs, fees, or reimbursable expenses shall be due to the Contractor unless expressly authorized in writing by the Town in advance. The Town shall not be responsible for paying any surcharges, administrative fees, or premiums beyond direct, pre-approved out-of-pocket expenses.
- 3.3. Final payment, including any unpaid balance, shall be made only upon full completion of the project, acceptance of all deliverables by the Town, and resolution of any outstanding contract obligations. The Town reserves the right to withhold final payment until all requirements are met.
- 3.4. Payments shall be made electronically via credit card or ACH/direct bank deposit to the Contractor's designated account.
  - a. The Contractor must submit a completed and signed ACH/direct deposit authorization form before receiving any payments.
  - b. If the Contractor's bank account information changes during the term of this Contract, the Contractor must provide the Town with an updated ACH form immediately to ensure uninterrupted payments.
  - c. The Town shall not be liable for payment delays resulting from the Contractor's failure to provide updated banking information.

4. Security *(Surety is not required for contracts for the purchase of goods and most services.)- Intentionally Omitted.*

5. Definitions:

- 5.1. Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2. Contract Documents: All documents relative to the Contract, including (where used) Request for Proposals and all attachments thereto, Instructions to for Submission of Respos, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.
- 5.3. The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. The term "Contractor" shall be understood to refer to any other label used.
- 5.4. Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5. Goods: Goods, Supplies, Services or Materials.
- 5.6. Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 5.7. 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall commence on October 1, 2025, and shall remain in effect through September 30, 2026, unless sooner terminated in accordance with the terms of this Contract. The Town may, at its sole discretion, extend the Contract for up to two (2) additional one-year periods under the same terms and conditions, subject to the continued availability and appropriation of funds as certified by the Town Accountant.

All services shall be performed in accordance with the Contract Documents. Time is of the essence for the timely submission of claims, reports, and other deliverables required under this Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1. Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2. For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3. Default. The following shall constitute events of a default under the Contract:
  - a. any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services

that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town by-law and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay, or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Yarmouth shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent



with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, state and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not

discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Yarmouth unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Yarmouth shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1.** The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2.** The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3.** In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4.** The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 21.5.** The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

- 21.6. The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### **22.1. Workers Compensation Insurance:**

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### **22.2. Professional Liability Insurance**

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### **22.3. Other Insurance Requirements**

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all

other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

#### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Yarmouth shall be a party.

If this Contract is for Construction, the following provisions will apply:

Ambulance Billing & Collection Services RFP  
Town of Yarmouth, MA



See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

**FOR THE TOWN OF YARMOUTH**

Acknowledged:

\_\_\_\_\_  
Department/Division Head      Date

Approved as to Procurement:

\_\_\_\_\_  
Chief Procurement Officer      Date

Approved as to Availability of Funds:

\_\_\_\_\_  
Town Accountant      Date

Contract Approval:

\_\_\_\_\_  
Town Administrator      Date

**FOR THE CONTRACTOR**

\_\_\_\_\_  
Name of Company

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

\_\_\_\_\_  
Print Name & Title

FOR INTERNAL USE ONLY		
Appropriation Account(s)		
Purchase Order #		
Contract #		
<b>Contract Documents</b>	<b>Contract Documents Received (Y) Yes, (N) No, N/A</b>	
Combined Certification Form (Not Public Construction)		
Combined Certification Form (Public Construction)		
Contractor W9 Form		
EFT Authorization Form		
Insurance Certificate		
ADDITIONAL INFORMATION		

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

Ambulance Billing & Collection Services RFP  
Town of Yarmouth, MA

## **8.2 APPENDIX 2 - MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS**

To be considered a valid proposal for review, submissions must comply with the conditions described in this RFP and include all required forms and supporting documents referenced herein. All statements and certifications must be complete, accurate, and signed by an authorized officer of the proposer.

If additional space is needed to respond to any question or form item, supplemental pages may be attached and clearly referenced.

By submitting a proposal in response to this RFP, the proposer authorizes the Town of Yarmouth to make any inquiries necessary to verify the accuracy of the information provided. The proposer further represents and warrants that all information submitted is true and complete. Failure to submit the required documentation or submission of incomplete, inaccurate, or misleading information may result in rejection of the proposal.

The required forms and certifications are included in Appendix A and are incorporated by reference as part of the RFP Documents. All required forms must be completed, signed, and included in the appropriate envelope (Technical or Price Proposal) as described in Section 5 of this RFP.

- Form A - Price Proposal
- Form B - Certifications Required by Law
- Form C - Reference Form

## 8.2.1 FORM A - PRICE PROPOSAL

**Project Title: AMBULANCE BILLING & COLLECTION SERVICES**

**IMPORTANT:** This Price Proposal Form must be submitted in a separate sealed envelope, clearly labeled:

**“PRICE PROPOSAL – AMBULANCE BILLING & COLLECTION SERVICES”**

*Do not include this form in the Technical Proposal envelope.*

**TO THE AWARDING AUTHORITY:**

The undersigned hereby proposes to perform all services required as outlined in the Scope of Work (Section 3) and in accordance with the Minimum Criteria (Section 6) and all other terms and conditions set forth in the Request for Proposals (RFP) for AMBULANCE BILLING & COLLECTION SERVICES.

The Proposer’s all-inclusive fixed percentage rate, based on actual net collections, is:

**Proposed Rate:** \_\_\_\_\_%

This rate shall remain fixed throughout the initial contract term and any extensions, as described in the RFP.

The undersigned certifies that this offer fully complies with the requirements set forth in the RFP, and acknowledges that all routine travel and other expenses are included in the proposed rate. No reimbursable expenses will be paid unless explicitly authorized in advance by the Town. No employee benefits are provided.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME OF SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## 8.2.2 FORM B - CERTIFICATIONS REQUIRED BY LAW

### CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

### **BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

Ambulance Billing & Collection Services RFP

Town of Yarmouth, MA

**8.2.3 FORM C - REFERENCE FORM**

Proposer: \_\_\_\_\_

RFP Title: **AMBULANCE BILLING & COLLECTION SERVICES**

The proposer must provide at least three references from current or most recent projects similar in scope and size to this RFP. Do not use the Town of Yarmouth contract(s) as a reference.

Reference:	_____	Contact:	_____
Address:	_____	Phone:	_____
	_____	Email:	_____

Description and date(s) of supplies or services provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:	_____	Contact:	_____
Address:	_____	Phone:	_____
	_____	Email:	_____

Description and date(s) of supplies or services provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:	_____	Contact:	_____
Address:	_____	Phone:	_____
	_____	Email:	_____

Description and date(s) of supplies or services provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attach additional sheets if necessary**