

REQUEST FOR PROPOSAL

Comprehensive Billing, Reimbursement, Collection and Administrative Services for Emergency Medical Services (EMS)

RFP #:	26-43
Proposals Due:	Thursday, March 19, 2026 at 12:00 PM
Proposals Due to:	Lexington Town Offices- Purchasing Office 1625 Massachusetts Ave. Lexington, MA 02420

Contact

Elizabeth Mancini, Purchasing Director
v: 781.698.4628
f: 781.861.2794
emancini@lexingtonma.gov

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LEGAL NOTICE

Request for Proposal

RFP # 26-43 Comprehensive Billing, Reimbursement, Collection and Administrative Services for EMS

The Town of Lexington seeks proposals from qualified firms to provide comprehensive EMS administrative services including EMS clinical, operational, consulting, and billing services. Separate Price and Non-Price Proposals pursuant to M.G.L c.30B s.6 are required. Proposals must be in sealed envelopes plainly marked on the outside: "RFP #26-43 Ambulance Billing Services" and delivered to the Town of Lexington Purchasing Office at 1625 Massachusetts Avenue, Lexington, MA 02420, no later than 12:00 PM on Thursday, **March 19, 2026**.

Bid documents will be available online on or after Thursday, February 26, 2026 at www.lexingtonma.gov/bids.

The Town of Lexington reserves the right to accept or reject any and all proposals, in part or in whole, should it be in the public interest to do so. This contract will be awarded to the lowest responsible and responsive vendor offering the most advantageous proposal in accordance with Massachusetts General Law c.30B s.6.

Advertisements placed as follows:

Newspaper	Published:	Thursday, February 26, 2026
COMMBUYS	Published:	Thursday, February 26, 2026
Town Posting	Posted:	Thursday, February 26, 2026
Good and Services	Published:	Monday, February 23, 2026

GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposals (RFP) issued by the **Town of Lexington** to secure the provision of goods and/or services pursuant to M.G.L. c. 30B, s. 6.

The **Town of Lexington, 1625 Massachusetts Avenue, Lexington, MA 02420** seeks proposals from qualified firms to provide comprehensive EMS administrative services including EMS clinical, operational, consulting, and billing services

Proposal documents will be made available through the following means:

1. Through the Town's website www.lexingtonma.gov/bids and clicking on "Current Open Bids" and completing the request for bid documents.
2. By e-mail to emancini@lexingtonma.gov.

Proposal documents will be e-mailed unless delivery via U.S. Mail is specified by the requester.

2. INQUIRIES

Direct all inquiries to Elizabeth Mancini via email. No inquiries will be accepted within two days prior to the proposal deadline. Responses to inquiries that affect all bidders will be issued as addenda. Nonbidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued. Non-bidding parties should not distribute this for use as an official bid document, only the Town will issue official bid documents. Note: We do not distribute "official" documents to non-bidders nor do we advertise outside of the newspaper and Government Required Central Register/Goods and Service Bulletins.

3. ADDENDA

Written addenda issued by the Town of Lexington will be e-mailed to all parties that the Town of Lexington is aware have requested documents as necessary using the contact information provided to the Town of Lexington. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact Elizabeth Mancini via e-mail or phone if they believe an addendum has not been received.

HOW TO SUBMIT A PROPOSAL

4. PROPOSAL SUBMITTAL

Separate Price and Non-Price Proposals must be in sealed envelopes and clearly marked:

- "EMS Billing and Collection Services RFP #26-43 **Price Proposal**" and
- "EMS Billing and Collection Services RFP #26-43 **Non-Price Proposal**".

On the "**Price Proposal Form**" the bidder shall specify prices in both words and figures, in ink or typed. In case of discrepancy between the words and figures, the written words shall govern. Price Proposal envelopes will remain sealed until the "**Non-Price Proposal**" has been evaluated.

The bidder shall submit one (1) copy of the Non-Price Proposal and one digital copy on a

flashdrive or similar. The digital copy must be in the sealed envelope- emailed copies will not be accepted.

Each shall clearly indicate the name and address of the bidder.

Proposals must be filled and signed as directed therein, addressed to:

**Director of Purchasing
1625 Massachusetts Avenue
Lexington, MA 02420**

Proposals must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

5. COMPLIANCE WITH RFP

Bidders must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Bid Price Form**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The Town of Lexington may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the **Bid Price Form**, yet the intended correct bid is not similarly evident.

NOTE:

- Any proposal which fails to include the information or documentation specified in the proposal submission requirements will be considered nonresponsive, shall be rejected and shall not be evaluated further.
- Any proposal which includes information on the Non-Price Proposal forms that does not meet minimum specifications for the information required on the form will be considered non-responsible, shall be eliminated from the competition and shall not be evaluated further.

6. FORM OF BID

Pricing must be submitted on the **Bid Price Form** provided and must contain all the required enclosures itemized in Section 7 below.

7. REQUIRED PROPOSAL DOCUMENTS

All proposals are **required** to contain the following forms fully completed and signed:

- General Bid Form** (*Form A*)
- Statement of Competency -- with list of references** (*Form B*)

- Bid Price Form** (*Form C*)
- Non-Price Proposal** (*see page 16 for submission requirements*)
- Completed Base/Minimum Requirement Checklist** (*page 17*)
- A fully executed and signed Contract** (*Form D*)
- W9**
- Applicable Insurance Certificates**

8. MODIFICATIONS TO PROPOSALS

A bidder may correct, modify, or withdraw a proposal by written notice received by the Town of Lexington not later than the close of business on the day before the proposal deadline. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the **General Bid Form** or a surrogate so authorized in writing.

After the proposal deadline, a bidder may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Lexington or fair competition as determined by the Town of Lexington.

9. PROPOSAL DEADLINE AND DELIVERY INSTRUCTIONS

Sealed proposals will be accepted at **The Town Office Building, 1625 Massachusetts Ave., Lexington, MA 02420** **until 12:00 PM on Thursday, March 19, 2026**. Specific delivery instructions are as follows:

- Proposals sent via mail or courier should be addressed to Elizabeth Mancini, Purchasing Director, 1625 Massachusetts Ave, Lexington, MA 02420.
- Proposals NOT sent via mail or courier should be hand-delivered to the Procurement Lock-Box, top floor (outside the Comptroller's Office) Town Office Building, 1625 Massachusetts Ave, Lexington, MA 02420. The Lock-Box will be checked for bids at the specific due date and time.

It is the sole responsibility of each bidder to ensure timely receipt to the delivery location. Late bids will not be accepted.

RFPs will be opened privately and evaluated. Price Proposals are opened privately after non-proposal evaluations.

Unforeseeable Deterrents - If at the deadline for receipt of proposals, the designated site is unavailable due to circumstances beyond the control of the Town of Lexington, the deadline will be automatically postponed (with or without notice to potential bidders) until 12:00PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the solicitation will be formally postponed with notification to all parties provided bid documents by the Town of Lexington. Proposals will be accepted until any postponement time.

AWARD AND CONTRACT

10. RULE OF AWARD

An award will be made as follows:

An award will be made to a responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this RFP (subject to the Town's budget appropriation).

An Evaluation Committee will review the **non-price proposals**. The non-price proposals will be evaluated without knowledge of prices.

11. INTERVIEWS

The Town may hold interviews with all qualified respondents after the evaluation of the non-price proposals, if deemed necessary.

12. TIMEFRAME FOR AWARD

All bid prices submitted in response to this RFP must remain firm for 30 (thirty) days following the proposal deadline or until a contract is executed, whichever occurs first.

13. RESERVED RIGHTS

The Town of Lexington reserves the right to:

1. Cancel this RFP at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
3. Accept or reject, in whole or in part, any and all proposals as permitted by law.
4. Award contracts as it deems best serves the interests of the **Town of Lexington**.
5. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of **the Town of Lexington**, while also being non-prejudicial to the interests of fair competition.

14. CONTRACT

A signed contract may result from this RFP, and will remain in effect for a guaranteed three-year term with the option to extend for two additional one year terms at the Town's sole discretion.

BIDDER PROPOSAL REQUIREMENTS

15. PERFORMANCE CAPABILITIES

Bidders must be capable of providing the specified services on schedule and provide any support services in a professional and workmanlike manner.

Time of performance is critical to this RFP. Bidders must reassure the **Town of Lexington** of their capacity to perform within the timeframe set out in this RFP.

16. REFERENCES

Bidders must provide a list of references. Use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each reference.

1. Customer Name
2. Years as a customer
3. Street
4. City, State, Zip
5. Contact Person
6. Telephone number

Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder. The Town of Lexington may act as its own reference.

PRODUCT AND PERFORMANCE TERMS

17. METHOD OF ACQUISITION

The Town of Lexington will issue purchase orders on behalf of the **Town of Lexington**.

18. INVOICING

Selected Vendors must direct all invoices to the Fire Department.

The Town of Lexington is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- The Town of Lexington Purchase Order number
- The Town of Lexington Contract Number
- Department that was Serviced
- Contact that Ordered Service
- Complete description of services rendered
- Total Price
- Total Amount Payable

19. PAYMENT

The goods and/or services procured through this RFP are funded by the Town of Lexington on an indirect payment basis. Payment shall be made upon approval of a submitted invoice. Please note the Town is unable to pre-pay for goods or services which have not been rendered.

APPENDIX A – PRODUCT SPECIFICATIONS

INTRODUCTION

The Town of Lexington seeks proposals from qualified firms to provide the following services:

1. EMS billing, collections and reimbursement reporting services
2. EMS billing and collection consulting
3. EMS patient satisfaction data collection and reporting
4. EMS quality assurance and quality improvement review partnership
5. Cardiac Arrest data collection, database management and reporting
6. Hosted Electronic Patient Care Reporting (ePCR) including data hosting, storage transfer to hospitals including sufficient hardware for regular operations
7. Provide a data surveillance system that automatically detects specifically designated parameters for a range of public health concerns for emergency services when used in conjunction with proposers ePCR system.

The Town of Lexington is seeking proposals from qualified firms to provide comprehensive EMS administrative services including EMS clinical, operational, consulting, and billing services. The Town of Lexington will review the proposals and expects to award contract for a (3) year period, with two (2), one (1) year renewal options at the Town's sole discretion. It is the intent of the Town of Lexington to award a single contract for all services within the request for proposals and/or any other services submitted, to one vendor who can perform all outlined functions.

Due to the technical nature of the services required under the proposed contracts, the Town of Lexington has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town of Lexington to evaluate the combination of knowledge and experience of the contractor and their ability to carry out the contract requirements. Because the EMS billing and collection service and consultancy component is an important part of the Town of Lexington's overall financial health, it is important that the Town has the ability to select the most advantageous proposal on the basis of technical expertise, experience and cost. The Request for Proposal (RFP) process will enable the Town of Lexington to assign higher ratings to vendors who can demonstrate knowledge, ability and prior experience in providing similar services.

BACKGROUND

Lexington, Massachusetts is a community with a population of approximately 33,727 residents. The Town covers 16.4 square miles of land and lies 11 miles northwest of Boston. Lexington is comprised of residential, commercial lab and office space. Transportation routes include several miles of interstate and state highways that pass through the Town. The governing body for the Town is an elected five member Select Board that works in cooperation with an appointed, full-time Town Manager and Deputy Town Manager. Lexington Fire Department is a full-service fire department.

Fire Administration consists of one Fire Chief, two Assistant Fire Chiefs, a Fire Inspector and an Office Manager who works full-time hours Monday through Friday. The Emergency Services Division consists of 60 full-time personnel covering four work groups, each of which is made up of: One Captain (shift commander), three Lieutenants (company officer) and 11 Firefighter/Paramedics and/or Firefighter/Emergency Medical Technicians. There are two fire stations that department members respond from which houses two advanced life support ambulances. Lexington Fire Department responds to approximately 4,022 calls for service each year with approximately 2,340 being medical-related. The department also provides mutual aid to the surrounding communities on a frequent basis.

SCOPE OF SERVICES

The Town of Lexington's Fire Department provides emergency ambulance service to Lexington and its surrounding communities and is currently operated at the Advanced Life Support Level. It is the intention of the Town to identify efficiencies in billing, clinical care, and operations and to implement best management practices to gain efficiencies and improve care to the public we serve.

The Town of Lexington shall review all proposals to determine which respondents can provide the highest quality services while working as seamlessly and successfully with the Town's Fire Department. The Town will review proposals based on experience providing successful related EMS services to other agencies and jurisdictions, experience and ability to administratively support a municipal EMS system and make recommendations using a financial model that sustains the system's ability to advance.

A comprehensive system of EMS functions including, but not limited to, the items below shall be included in the proposal. The purpose of this unique request for EMS administrative services is to utilize national best practice techniques and improve clinical sophistication in order to provide the best EMS services available.

The scope of services as described outlines the minimum contract requirements for comprehensive EMS administrative services. The Town of Lexington is open to additional alternatives that may further enhance the overall performance and financial health of the system.

The proposer must recognize that, in their dealings with the recipients of ambulance service, every effort towards a courteous handling of patients will be the rule.

A. Billing, Collection and Reporting

- a) Proposer shall receive patient care reports, face sheets, demographic information, and proper patient signatures from the Town of Lexington Fire Department and process information on individual parties, insurance companies, Medicare and Medicaid.
- b) The proposer shall verify demographic information prior to billing using available resources including subscription services, hospital verification or information obtained through "face sheet" demographics obtained by The Town of Lexington Fire Department.

- c) The process shall provide follow up billing to include using database searches with subscription services, hospital follow up or phone calls to locate patient information including insurance eligibility in a timely manner.
- d) The proposer shall prepare monthly reports of all account activity presented in a uniform and easily understood format so that financial, billing and collection data can be benchmarked and financial goals can be reviewed.
- e) An assigned project manager will be assigned to the Town and be able to provide the attention and specialized service necessary for the Lexington Fire Department.
- f) Proposer shall at all times maintain the highest billing compliance standards possible in partnership with the Town of Lexington, including assurance that all Medicare, Medicaid guidelines are met at all times. The Lexington Fire Department will meet compliance standards and participate in improvement activities. All third party reimbursements shall be tracked individually and in aggregate with full reporting capability to measure billing and collection performance.
- g) The proposer must make every attempt to determine if primary and/or secondary insurance exists through inquiry to recipients of the service and computer screening, prior to bills being sent to individuals, and the primary and secondary insurance carriers billed where appropriate. All applications for abatement must be signed, filled out and returned to the proposer. The Proposer will record and save all requests for abatement to the Town of Lexington. The service must show an understanding of this policy in its response to the request for proposal.

B. EMS Billing and Collection Consulting

Provide quantitative analysis of current billing functions using industry accepted metrics for periodically measuring, analyzing and controlling the billing and collection functions. The consultancy shall fully explain any recommended changes to improve revenues, operations or systematic review methods, including reporting and review schedules. Consultancy shall be targeted to system changes and policies that are attainable, measureable, and longstanding. It will be expected that recommendations to improve financial strength shall be frontloaded during the initial contract cycle but additional changes for maintenance or to adapt to changing regulations and applicable laws may be required. All recommendations shall be specific to the Lexington Fire Department.

Consultancy shall be directly related to the financial sustainability of the Town of Lexington and efficiency of the billing and collection of EMS revenues. Consulting services shall include analysis of past practices and recommendations for improvement strategies to improve overall financial health of the Town. Proposer shall be responsible to assist the Town in attaining the highest allowable revenue to sustain EMS services and improve the Town's overall health.

Proposer shall identify, explain and propose an initial timeline for any recommended implementation strategies to the Lexington Fire Department. It will be understood that a partnership between the Town of Lexington and the successful proposer will be necessary to

complete implementation of many strategies.

C. EMS Patient Satisfaction Data Collection and Reporting

Provide Patient Satisfaction survey and reporting enabling the Lexington Fire Department to quantify data associated with patient contact and patient perception regarding level of service provided. Survey data must be capable of being tied back to, or associated with the specific run number allowing the capture of data on specific crew members. The patient satisfaction survey responses and data shall not be limited to general system-wide information but rather must be specific and accountable to specific run or call. The patient satisfaction survey system must have the capability to capture and report specific patient comments. The system for aggregating this data shall be capable of benchmarking the results for the Lexington Fire Department against other EMS agencies and previous periods.

D. Cardiac Arrest Data Collection, Database Management and Reporting

Provide and manage a cardiac arrest database for the Lexington Fire Department. This database will include all elements and reporting requirements of the Utstein style template and Cardiac Arrest Registry to Enhance Survival (CARES- see www.mycares.net) to analyze out of hospital cardiac arrest data in the EMS system.

Provide clinical database of all data related to the Cardiac Arrests within the system. This data collection system shall be able to collect data, benchmark results and allow for comparison of local data to local, state and national results. Proposer shall be responsible for the data entry necessary to maintain high quality data for cardiac arrest outcomes.

E. Hosted Electronic Patient Care Reporting (ePCR)

Hosting: The proposer shall provide ePCR as a fully hosted solution which has all appropriate securities and safeguards. The hosted ePCR system shall be turn-key including all necessary hardware, software, support and training. The hosting provider must ensure secure data transmission from mobile units back to the server environment.

- a) **Electronic Patient Care Reporting (ePCR):** ePCR shall be a stable commercially available, easy to use, comprehensive mobile reporting application for data entry, storage, manipulation and reporting of patient care information. Electronic data entry shall be easily completed and software shall be formatted in an intuitive format to simplify training requirements and implementation.
- b) **ePCR NEMSIS Compliant:** EPCR software shall be fully compliant with current EMS data standards including National Emergency Medical Services Information System (NEMSIS). Compliance shall be at the GOLD level as currently designated at <http://www.nemsis.org/compliantSoftware/GoldCompliant.html>.
- c) **Reporting Requirements:** Massachusetts Ambulance Trip Record Information System (MATRIS) data must be uploaded on a regular interval, no greater than every seven days, or as required by the Massachusetts Office of Emergency Medical Services (OEMS).

- d) **Hardware Requirements:** The ePCR application will be loaded onto ruggedized devices and deployed to the Lexington Fire Department. The proposer shall include a system to effectively deal with hardware malfunctions by means of additional pre-configured spare devices in order to provide quick replacements for any malfunctioning units. Each “tablet” will allow for the entering of information into the PCR with easy touch-screen entry that can be done in the field. Once all required fields have been satisfied and the PCR has been completed, all PCR data must be transmitted in a timely manner to the receiving facility as deemed appropriate by the facility.
- e) **Connectivity:** The hosted system shall be configured to connect to servers using both high speed cellular networks and secure 801.11a/b/g Wi-Fi, allowing for a maximum of wireless coverage. All service fees relating to the connectivity of the devices are paid for by the Town of Lexington.
- f) **Servers:** All servers shall be designed with high availability redundancies at every possible stage. Hosted servers are to be secured behind multiple layers of physical and data security. Connectivity to the hosted environment should be maintained by multiple high speed providers. A thorough review of these systems and facility shall be available to the Town of Lexington.
- g) **ePCR Training for Personnel:** Proposer shall provide training to Ambulance personnel on proper documentation of ambulance transports using ePCR. Training shall be provided with similar hardware as what is to be used after ePCR deployment has been completed. Training shall be in proper documentation techniques to maximize the ability for the Lexington Fire Department managers and leadership to both bill and mine data effectively.
- h) **Web PCR:** Proposer shall be able to provide a web based PCR review system which will facilitate the clinical and signature compliance follow-up for any run generated as a PCR. The system shall be and capable of adding appropriate system users outside the Lexington Fire Department such as hospital staff, physicians, Hospital EMS Coordinators, etc. The system shall be fully capable of requesting specific feedback for tagged calls and accept feedback into the system in a secure environment. Web based system shall include a simplified search function which shall be fully integrated into CQI system, enabling full search criteria including fields within the database. The bidder shall perform QI/QA documentation review in conjunction with Lexington Fire Department EMS management.

F. FirstWatch for Situational Awareness and Early Event Notification

- a) Provide FirstWatch data surveillance system and early warning software (or equivalent software) system that automatically detects specifically designated parameters in real-time for a range of public health and safety concerns for emergency services and hospitals when used in conjunction with proposers ePCR system. The FirstWatch system is used to increase situational awareness in the Communications Center and throughout our Organization. The system is configured to monitor the ePCR system and warn of emerging health threats or possible WMD/Bioterrorism activity by monitoring real-time data for statistically significant

occurrences or trends. When a possible threat or other qualifying event is detected, the system alerts by sending messages, maps showing the distribution of suspicious events, and other details, via e-mail, pager, SMS or fax. The information is used to determine the nature and significance of the trend and, if necessary, take appropriate steps to protect the public. The software is also used to identify trends and events that are non-threatening and non-emergent in nature but of interest to those involved with community health initiatives.

- b) The surveillance system shall be capable of providing data and alerts based upon the Lexington Fire Department proposer hosted electronic patient care reporting system. Immediate notifications are sent via email to notify your supervisory staff of a possible trend or event occurring in the service area. This technology proves valuable in monitoring healthcare issues and trends such as opioid overdoses and stroke alerts in real-time, along with email triggers if desired.

ASSURANCES & DELIVERY

The Town of Lexington or a departmental representative shall inspect the work and give directions pertaining to the work. The vendor or subcontractor shall notify the Town Manager or his/her representative of the time of starting work, interruptions and delays.

The Vendor shall keep the work under their personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the Town.

All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

Accessories & Insurance

- Insurance
 - Must provide the Town of Lexington with a copy of Insurance certificates documenting amounts of coverages for:
 - Public Liability and Property Damage Liability Insurance,
 - Comprehensive Vehicle Liability and Property Damage Insurance; and
 - Statutory Workman's Compensation Insurance.
 - Evidence of existing workers' compensation insurance policy must be provided in accordance with MGL Ch. 152, Section 25C and attached.
 - Insurance Requirements are attached below.
- Copy of W9 is required and must be attached.
- Non-collusion and fraud certification are required, must be signed, and attached.

INSURANCE REQUIREMENTS

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and

in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/her self or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Lexington as an additional insured and amounts of such insurance shall be as follows:

A: Workers Compensation

Statutory State, Massachusetts

Coverage Limit, \$100,000 each employee

B. General Liability

1. Limits of Liability Combined Single Limit

Bodily Injury and Property Damage of \$1,000,000

2. Arrangement of Coverage

a. Premises Operations

b. Owners and Contractors Protective

c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.

Cross Liability

Professional Liability

C. Automobile

1. Limits of Liability

Combined Single Limit

Bodily Injury and Property Damage of \$1,000,000

2. Arrangement of Coverage

a. Employer non-owned

b. Hired Car

c. All Owned or Leased Vehicles

Said policies shall be so written that the Town of Lexington will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Town of Lexington before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the Town shall be named as in "Insured" or as "Additional Interest" shall be

carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts.

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.

END

NON-PRICE PROPOSAL SUBMISSION REQUIREMENTS

The **Non-Price Proposal** must clearly be marked: “**EMS Billing and Collection RFP – Non-Price Proposal**” and must include the following information:

All proposals must include the following items. Please provide a table of contents in the format of the proposal that includes all required items. Please include additional information such as reports, accreditation certificates and licenses or other pertinent information as appendices in the back of the required information.

1. A letter of transmittal including the name, address and other pertinent information about the firm. The letter of transmittal shall include information regarding the business structure (corporation, sole proprietorship, partnership) and who is authorized to contractually bind the firm into an agreement. Additionally the letter should include tax identification number and some expression of the senior officers or project managers’ commitment to the project
2. A list of Massachusetts municipalities or ambulance services for which the contractor has provided consulting, financial, administrative or billing services. A minimum of five (5) is required. This list must include a current name, address and phone number of references for the selection committee to access. Any negative information generated by reference check shall be cause sufficient to dismiss the proposal as unacceptable. Negative information that shall be considered grounds to render the proposal unacceptable shall be information that shows the service operated in a fashion that reflected negatively on the community served. Illegal or unethical methods of collection, repeated instances of inappropriate treatment of recipients of the service such as rudeness or any other behavior that generates complaints from the public shall be viewed as negative information.

3. Descriptions of all qualifications of all personnel which will be assigned to the project including professional resumes of key project participants.
4. The Proposer must submit a complete list of any litigation, with the appropriate explanation, against your firm in the past ten years. If no litigation then a statement of attestation stating such.
5. Statement of company insurances coverage including property and casualty, liability, and workers compensation insurance (see Appendix A for Insurance Requirements).
6. A complete and detailed response to the Scope of Services as outlines in the RFP.
7. The Proposer shall submit its annual Statement on Auditing Standards, Service Organizations, report (SSAE16 SOC 1 Type II) with its proposal. The SSAE16 SOC 1 Type II must have been performed by a CPA firm in accordance with auditing standards developed by the American Institute of Certified Public Accountants (AICPA). The SSAE16 SOC 1 Type II must be performed annually for the duration of any contract with a copy provided to the Town of Lexington annually. NO EXCEPTIONS

BASE/MINIMUM REQUIREMENTS

In order for a proposal to receive further consideration the proposer must unconditionally check “Comply” to each Quality Requirement below and submit associated documentation/information. The Town will reject in its entirety the proposal of any proposer who fails to check “Comply” or who modifies, qualifies or limits its affirmative response in any way or who fails to include the information as part of its response.

Please submit this form as part of the non-price proposal.

- a. A dishonesty bond for a minimum amount of \$100,000.00 -and an errors and omissions (E&O) bond for a minimum amount of \$100,000.00 naming the Town of Lexington as additional insured’s. Said bonds shall be provided by a bond company licensed to provide own surety in the State of Massachusetts. If the proposal is accepted these bonds must be kept in effect for the life of the contract.

COMPLY _____ DO NOT COMPLY _____

- b. The proposer must have software and trained in-house staff to support transmission of a NEMSIS compliant EMS data file, when required by the Commonwealth of Massachusetts. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

- c. The proposal is complete, separate price and non-price proposals are received and all required documentation is submitted.

COMPLY _____ DO NOT COMPLY _____

- d. Proposer must be in compliance with the Office of the Inspector General's advisory regarding requirement to have an active compliance program in place and have an EMS attorney on retainer to support billing company and client questions and review carrier contracts as required. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

- e. The Proposer shall subscribe to an established health insurance verification service and actively use it as part of their pre-bill processes and procedures. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

- f. The Proposer service must provide a secure site to drop the Town of Lexington data files; otherwise known as a Secure FTP site. This is a requirement of HIPAA, NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

- g. In a separately sealed envelope, the cost proposal amount must also be stated as an annual fiscal year cost and total contract cost. Price proposals with structures using percentages or any variable cost structure shall be explained clearly.

COMPLY _____ DO NOT COMPLY _____

EVALUATIVE CRITERIA

Proposals which meet the Base/Minimum Requirements and satisfy the Scope of Services (Appendix A) will be further evaluated based on the Evaluative Criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. Criteria that will be used for comparative purposes are the following:

A. For comprehensive EMS billing and administration solution experience.

Proposer's ability to make recommendations and assist the Town of Lexington Fire Department in the ***improvement of financial strength*** using "best practices" for EMS billing and collection.

- a. **UNACCEPTABLE:** Proposer has no demonstrated knowledge or experience in making EMS billing or collection recommendations to improve EMS system financial health. Proposer simply collects revenue based on demographic or limited information provided by providers.
 - b. **NOT ADVANTAGEOUS:** Proposer has demonstrated only limited knowledge or experience in implementing best practices for EMS billing.
 - c. **ADVANTAGEOUS:** Provider has demonstrated some knowledge or experience which has been moderately demonstrated in proposal. Proposer has cited examples of EMS systems having improved their financial sustainability through recommendations from the proposer. There are billing metrics available to show financial improvement.
 - d. **HIGHLY ADVANTAGEOUS:** Proposer has demonstrated knowledge and experience in fully implementing best practices for EMS billing. Proposer has successfully improved the financial standing of EMS system(s) and been successful in maintaining current understanding of all laws pertaining to billing and collection processes. Proposer has actively recommended changes to rates, operations and other EMS functions in order to improve system sustainability. Proposer has cited examples of EMS systems having improved their financial sustainability through recommendations from the proposer. There are billing metrics available to show financial improvement.
- B.** Patient satisfaction survey system: Proposer can demonstrate experience and knowledge in fully implementing EMS patient satisfaction survey system which has been capable of being reconciled with individual calls for service and therefore tied back to individual field providers.
- a. **UNACCEPTABLE:** Proposer has no experience implementing or cannot demonstrate any significant knowledge of patient satisfaction surveys.
 - b. **NOT ADVANTAGEOUS:** Proposer has some demonstrated knowledge of implementing a patient satisfaction survey program but cannot cite examples of any implementation.
 - c. **ADVANTAGEOUS:** Proposer has demonstrated in their proposal that they have knowledge and understanding of patient satisfaction survey programs and have implemented, or partially implemented such programs in EMS system(s).
 - d. **HIGHLY ADVANTAGEOUS:** Proposer has demonstrated in their proposal that they have knowledge and understanding of the value of implementing patient satisfaction improvement programs and have fully implemented such programs. Proposer has implemented a program sending patient satisfaction surveys to 100% of patients and able

to reconcile feedback to individual run and field providers with the ability to benchmark survey results to a minimum of 15 other EMS agencies.

C. Collection measure: Collection of EMS revenue shall be with a comprehensive revenue collection approach. Collection measured in terms that most appropriately show success and performance, relating to financial strength specific to the Town of Lexington Fire Department. Financial metrics shall be complete AND comprehensive and shall have clear and concise explanations, as well as examples of revenue reporting and collection performance metrics.

- a. **UNACCEPTABLE:** Proposer cannot demonstrate in their proposal a strong understanding of developing comprehensive revenue improvement programs.
- b. **NOT ADVANTAGEOUS:** Proposer can only marginally demonstrate their understanding of revenue collection programs to improve and monitor revenue collection expansion and performance.
- c. **ADVANTAGEOUS:** Experience in implementing some financial and revenue collection methods including the regular review of rates, fees and compliance standards.
- d. **HIGHLY ADVANTAGEOUS:** Proposer can clearly demonstrate knowledge and understanding of reimbursement process, improving ambulance revenues, and how to measure and monitor financial performance in comparison to call volume, Emergency Medical Dispatch (EMD), cancellation rates, deployment and EMS system cost structure. Proposer can demonstrate where such programs have been successful in other EMS systems and can outline comprehensive examples.

D. Hosted Electronic Patient Care reporting (ePCR):

- a. **UNACCEPTABLE:** No commercially available electronic patient care reporting system.
- a. **NOT ADVANTAGEOUS:** Proposer has no experience in deploying ePCR system and providing the hosted infrastructure, support, and training.
- b. **ADVANTAGEOUS:** The proposer has some experience with agency deployment of an ePCR system and maintenance of required infrastructure but with fewer than four clients. Proposer has experience in providing the necessary support and training pertaining to successful deployment of hosted system for ePCR.
- c. **HIGHLY ADVANTAGEOUS:** The proposer shall provide ePCR as a fully hosted solution which has all appropriate securities and safeguards with five or more clients. The hosted ePCR system shall be turn-key including all necessary hardware, software, support and training. The hosting provider must ensure secure data transmission from mobile units back to the server environment. Electronic Patient care reporting (ePCR) shall be a stable commercially available, easy to use, comprehensive mobile reporting application for data entry, storage, manipulation and reporting of patient care information.

E. EMS event monitoring and surveillance system: Proposer is able to provide event monitoring and surveillance system such as FirstWatch, capable of detecting emerging trends, patterns, and geographic clusters in real-time for a range of public health and safety concerns for emergency services, hospitals and homeland security.

- a. **UNACCEPTABLE:** unable to provide surveillance system for detecting EMS trends, patterns or clusters.
 - b. **NOT ADVANTAGEOUS:** Able to provide some level of surveillance but may not be able to fully trend, track or cluster; or provide real time alerting.
 - c. **ADVANTAGEOUS:** Able to provide real time surveillance but not able to provide alerting by email trigger.
 - d. **HIGHLY ADVANTAGEOUS:** Able to demonstrate with current client a system capable of providing data and alerts based upon Town of Lexington Fire Department hosted electronic patient care reporting system in real time, with email triggers for instant evaluation of data including from mobile device. Town of Lexington Fire Department is able to identify specific data points from the ePCR for specific public health crisis or other situations requiring monitoring in real time. These will be configured for automated emails which may include PCR information including narrative.
- F. CARES: Cardiac Arrest Registry to Enhance Survival (CARES) data registry and reporting system capable of measuring, benchmarking and reporting results for Town of Lexington Fire Department and comparing contrasting results to other EMS agencies and national averages for evidence based performance of Cardiac Arrest outcomes.**
- a. **UNACCEPTABLE:** unable to provide support in the area of Cardiac Arrest data collection, management and reporting; no system for benchmarking (CA) data.
 - b. **NOT ADVANTAGEOUS:** Able to provide some level of support to collect data for Cardiac arrest but cannot report or benchmark data.
 - c. **ADVANTAGEOUS:** Able to provide evidence that organization or agency has experience in collecting and reporting CA data.
 - d. **HIGHLY ADVANTAGEOUS:** Able to demonstrate with current client experience in collecting and reporting CA data System such as CARES. This database will include all elements and reporting requirements of the Utstein style template and Cardiac Arrest Registry to Enhance Survival (CARES) to analyze out of hospital cardiac arrest data specific to Town of Lexington Fire Department. Experience collecting data and entering data into a system by which Town of Lexington Fire Department is capable of measuring, benchmarking and reporting results and comparing/contrasting results to other EMS agencies and national averages for evidence based performance of Cardiac Arrest management and patient outcomes.
- G. The Proposer will bill directly to insurance carriers as opposed to billing recipients of the service whenever possible.**
- a. **UNACCEPTABLE:** Process only Medicare and Medicaid claims, mail out others to client.
 - b. **NOT ADVANTAGEOUS:** Process only Medicare and Medicaid and major carriers (i.e. BC/BS).

- c. **ADVANTAGEOUS:** Process Medicare/Medicaid, major carriers and secondary insurances.
 - d. **HIGHLY ADVANTAGEOUS:** Process claims to all insurance carriers, automobile insurance, workman's comp, homeowners insurance, etc.; provide pre-bill verification of patient information and follow-up billing including data base searches, hospital follow-up and phone calls. Insurance eligibility will be verified through multiple clearinghouses and data sources.
- H.** Number of clients your firm presently represents.
- a. **UNACCEPTABLE:** four or fewer (0-4)
 - b. **NOT ADVANTAGEOUS:** five to nine ambulance services (5-9)
 - c. **ADVANTAGEOUS:** ten to fourteen ambulance services (10-14)
 - d. **HIGHLY ADVANTAGEOUS:** fifteen or more ambulance services (15+)
- I.** Outline your capabilities in dealing with clients that express hardship. Provide copies of your internal policy.
- a. **UNACCEPTABLE:** No internal policy submitted.
 - b. **NOT ADVANTAGEOUS:** An internal policy that refers all clients back to the Town. Proposer is unable to show examples or provide evidence of such improvements.
 - c. **ADVANTAGEOUS:** A limited internal policy that addresses some client hardships while referring the remainder to the Town. Proposer can provide evidence of having provided such program enhancements to billing and collection policies for less than fifteen EMS agencies.
 - d. **HIGHLY ADVANTAGEOUS:** A comprehensive internal policy that addresses all areas of hardship with all forms prepared by the billing agency. Proposer will work to review and update as necessary all billing and collection policies for the Town of Lexington. Proposer can provide evidence of having provided such program enhancements to billing and compliance programs for fifteen or more EMS agencies.

D. Quality of References

The Town reserves the right to use itself as a reference and to contact references other than those provided by the proposer.

Highly Advantageous - To receive a highly advantageous rating the applicant will provide three (3) or more references, among them at least two governmental entities, who can comment positively on their experiences with the Consultant(s), their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP. At least 2 references must be for the Team Leader. Also, at least 2 references must demonstrate that the Team Leader and another team member(s) have worked together successfully.

Advantageous - To receive an advantageous rating the applicant will provide three (3) references, among them at least one governmental entity, who can comment positively on their experiences with

the Consultant(s), their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP. At least one reference must be for the Team Leader. Also, at least one reference must demonstrate that the Team Leader and another team member(s) have worked together successfully.

Not Advantageous- Applicant provides less than three references.

OFFICIAL BID DOCUMENT

FORM A - GENERAL BID FORM

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to the category(s) of goods and/or services marked with an "X" below.

EMS Billing and Collection RFP #26-43

Vendor Name:	_____		
Street:	_____		
City:	State:	Zip:	
_____	_____	_____	
Phone:	e-mail:		_____
_____	_____		_____
Web Address: _____			

Non-Collusion Statement

The undersigned certifies under penalties of perjury that this bid has been made and submitted 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.

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

Attach certificate of corporate vote (if required by Section 7)

FORM B - STATEMENT OF COMPETENCY

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this RFP.

I further attest to the following assertions:

1. Bidder is an authorized provider of the services described herein.
2. The Bidder has been in business for a minimum of 3 years.
3. Provision of the items specified in this RFP is consistent with the Bidder's normal lines of business.
4. The Bidder is incorporated, and if required licensed, to do business in Massachusetts.
5. The Bidder will receive favorable ratings from the following references, **please attach a reference sheet as well per the "Reference" requirements.**

- _____ of _____, MA
- _____ of _____, _____

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

FORM C - BID PRICE FORM (SUBMIT IN A SEPARATE, SEALED ENVELOPE)

EMS Billing and Collection RFP #26-43

In a separately sealed envelope, the cost proposal amount must also be stated as an annual fiscal year cost and total contract cost. Price proposals with structures using percentages or any variable cost structure shall be explained clearly.

The price proposal is not to be included in the technical proposal, but shall be submitted in a separate sealed envelope. Price proposals will be opened and evaluated once the review of the technical proposals is complete. Price will be evaluated for the competitiveness of the price proposal, and appropriateness of proposed cost to the proposed level of effort. Pursuant to M.G.L c. 30, section 6, the town is not required to award the contract to the lowest qualified bidder, and with appropriate justification and rationale, may select a proposal with a higher cost. Between or among proposals rated technically equal, the town would select the lowest cost equally rated proposal. Town of Lexington shall look for proposers that can improve the EMS system clinically and financially with the best cost model, likely shown as greatest NET revenue for the EMS system.

The Bidder acknowledges the receipt of the following Addenda (list the number(s) of each addendum received): _____

Bidder: _____

Initials: _____

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OFFICIAL BID DOCUMENT

FORM D - CONTRACT

CONTRACTUAL AGREEMENT TO PURCHASE

26-43 EMS Billing and Collection RFP

* Required entry

ARTICLE 1

CONTRACTING PARTIES

1. **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the **Town of Lexington**, and

_____ * [Vendor],
whose principal office address and state of incorporation are set forth in Section 10.2.

ARTICLE 2

SUBJECT OF AGREEMENT

2. **WHEREAS**, The Town of Lexington desires to retain the Vendor to provide goods and/or services to the Town, and the Vendor is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Request for Proposal [RFP]:

RFP#: # 26-43 EMS Billing and Collection RFP

As it relates to provision of the items specified in Appendix A and as hereinafter set forth.

3. **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE VENDOR

3.1 The Town of Lexington hereby engages the Vendor, and the Vendor hereby accepts the engagement, to provide goods to and/or perform certain services for the Town, as described in Article 2.

3.2 In the performance of service under this Agreement, the Vendor acts at all times as an independent vendor. There is no relationship of employment or agency between the Town, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent vendor relationship.

ARTICLE 4

SERVICES OF THE VENDOR

4.1 The Vendor will provide the goods and/or services as described in the RFP cited in Section 2 [the Work].

4.2 The Vendor shall report, and be responsible, to the Town or its designee as set forth on Exhibit B.

4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Vendor's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Town. The Town of Lexington shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Vendor represents and warrants to the Town of Lexington as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent vendors) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

4.4.5 That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Vendor's performance by the Town of Lexington, or until otherwise terminated as provided by this Agreement or the RFP.

5.2 The Vendor agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Vendor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE VENDOR

6.1 Compensation due the Vendor shall be paid as specified in section 27.

ARTICLE 7

TERMINATION

7.1 Either the Town of Lexington or the Vendor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 The Town of Lexington shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

7.3 In the event the Vendor terminates the contract for cause, it shall provide at least six months written notice to the Town.

7.4 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.4.1 The Town shall remain liable for payments for the services and/or expenses of Vendor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Town as a result of the Vendor's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for lost profits on work not performed.

7.4.2 The Vendor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Vendor agrees to indemnify and save The Town of Lexington harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing the **WORK**, or any breach of the terms of this Agreement, which constitute an obligation of the Vendor. The Vendor shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before commencing **WORK**, the Vendor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.

8.3 The Vendor shall give the Town of Lexington 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become the property of the Town of Lexington. The Vendor shall immediately deliver or otherwise make available all such material to the Town.

9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the town of Lexington relating to this Agreement, its operation, or termination, shall be made only by the Town or its designated representative identified in **Exhibit B**.

9.4 This Agreement, together with its **Exhibits**, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Town of Lexington and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in **Exhibit B**.

9.5 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

ARTICLE 10

SIGNATURES

10.1 For the Town of Lexington:

X _____
Signature

Name

Title

Date

X _____
Signature

Name

COMPTROLLER _____
Title

GL CODE(S)

10.2 For the Vendor:

X _____
* Signature

* Name

* Title

* Date

* Company Name



EXHIBIT B

NOTICE ADDRESSEES

A.1 For Town of Lexington:

Elizabeth Mancini
Name

Purchasing Director
Title

1625 Massachusetts Ave
Street Address

Lexington, MA 02420
City, State, ZIP

781-698-4628
Phone

781-861-2794
Fax

emancini@lexingtonma.gov
e-mail

A.2 For the Vendor:

* Name

* Title

* Company Name

* Street Address

* City, State, ZIP

* Phone

* Fax

* e-mail

EXHIBIT C

ADDITIONAL AND SPECIAL TERMS AND CONDITIONS

The Town of Lexington and the Vendor agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. This is awarded to only one vendor for all goods and services listed in Appendix A and Form C.

Initialed For:

Town of Lexington: _____

* Vendor: _____

OFFICIAL BID DOCUMENT

EXHIBIT D

ATTACHMENTS

Request for Proposal: # 26-43 EMS Billing and Collection RFP

1.0 Other Bid Documents:

- General Bid Form (Form A)
- Statement of Competency (Form B)
- Bid Price Form (Form C)
- Contract (Form D)
- Non-Price Proposal

2.0 Other Documents:

- **Insurance Certificate(**

OFFICIAL BID DOCUMENT

OFFICIAL BID DOCUMENT