



## COUNTY OF AUGUSTA, VIRGINIA REQUEST FOR PROPOSAL

Issue Date: October 9, 2020

RFP # 12150-20-02-V2

Project Title: **Third Party Collections Services**

Proposals will be received subject to the Conditions attached hereto until **October 27<sup>th</sup>, 2020 at 2:00 P.M.** from qualified firms to select an collections agency to provide third party collections for past due Revenue Recovery accounts.

Where to submit Proposals:

Elana Sorrell, VCA, Purchasing Assistant  
County of Augusta, Finance Department  
18 Government Center Lane  
Verona, VA. 24482

Copies of Request for Proposals may be obtained by visiting our website, [www.co.augusta.va.us](http://www.co.augusta.va.us) or contacting:

Elana Sorrell, VCA, Purchasing Assistant  
Telephone (540) 245-5741 Ext. 1  
[esorrell@co.augusta.va.us](mailto:esorrell@co.augusta.va.us)

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In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

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

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

BY: \_\_\_\_\_

Signature in Ink

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

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_



# COUNTY OF AUGUSTA, VIRGINIA

## REQUEST FOR PROPOSAL

### PROPOSED SCHEDULE OF EVENTS

|  |                          |
|--|--------------------------|
| Issue Request for Proposal                         | October 9, 2020          |
| Proposals Due                                      | October 27, 2020         |
| Distribute Proposals to Selection Committee        | Week of November 2, 2020 |
| Selection Committee Interviews with Selected Firms | Week of November 9, 2020 |
| Board of Supervisor Approval<br>(if required)      | November 24, 2020        |
| Contract Finalization                              | November 25, 2020        |

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## BACKGROUND

Augusta County is situated in the Shenandoah Valley of Virginia, the County of Augusta is at the juncture of Interstates 64 and 81, and the headwaters of the James River and the Potomac River basins. It is 150 miles southwest of the nation's capital, Washington, D.C., 100 miles west of the state capital, Richmond, and 85 miles north of the City of Roanoke. Augusta County is a rural jurisdiction of 968 square miles with a population of approximately 75,000.

The emergency medical service system of Augusta County is comprised of volunteer rescue squads, volunteer fire departments, career rescue and fire departments, and coordination of emergency services between surrounding localities, including but not limited to, Rockingham County Department of Fire & Rescue, Staunton-Augusta Rescue Squad, Waynesboro First Aid Crew, and the Counties of Rockbridge, Bath, and Highland. We are regulated by the Virginia Office of EMS (12 VAC 5-31) and local codes and ordinances.

Augusta County consists of 96 operational uniform career staff, 9 administrative/operational career staff, and over 600 volunteers.

Augusta County in coordination with Augusta County Volunteers has a total of 17 agencies that serve the Augusta County area. The agencies include 8 Fire Departments, 2 Rescue Agencies, and 7 combined Fire and Rescue Agencies.

Currently, Augusta County runs 16 first-due ambulances plus 3 reserve unit maintained by Augusta County F&R. All units regularly run calls.

The County responds to approximately 4500 requests for emergency medical services ("EMS") annually. The County currently bills for those services and seeks to continue to recover the costs of providing such services. The County currently bills for EMS services through the Finance- Revenue Recovery division.

### **1. STATEMENT OF NEEDS**

Augusta County is seeking the services from a qualified vendor to provide the following services:

- A. Provide comprehensive **Collection Administration Services** including, collection of EMS (Emergency Medical Services) accounts that have been turned over for collections. The collection of EMS accounts does not include instituting legal actions on behalf of the County or the Division of Fire and EMS. PLEASE NOTE all billing will continue to handled directly by the County, this RFP is to secure a third party collections service only.
- B. Provide and maintain all necessary equipment, including but not limited to, the hardware and software necessary to carry out collections functions.
- C. Provide monthly financial statements, prepared according to Generally Accepted Accounting Principles (GAAP) showing accounts billed, received, and adjusted by the 10<sup>th</sup> day of the following month. Example: January report due by February 10.
- D. Meet with a County representative on a bi-annual basis, or more frequently if deemed

necessary by the County, to discuss Contractor's performance.

- E. Vendor shall comply with all Federal, State and local laws, rules and regulations including consumer protections laws, and fair debt collections.

## **2. County's Responsibilities**

- A. Using County's ambulance billing software, County shall provide account details to Contractor on accounts turned over for collections. Should this information be missing or be in error on the run report (run report is defined as an official record of transport for all emergency transports), Contractor shall notify County and County will be responsible for obtaining the information from the ambulance transport personnel, and forward said information to Contractor within five (5) business days from notification of error.
- B. The County shall supply all available information to the Contractor in order to enable Contractor to identify the patient serviced, the party or parties responsible for payment and any other information regarding insurance coverage, if applicable.
- C. County shall obtain signature(s) of the patient and/or responsible party at the time of transport. Should County fail to obtain the necessary signature(s), or be unable to obtain the necessary signature(s), it shall then be Contractor's responsibility to send a letter to the patient and/or responsible party in order to obtain signature(s).
- D. County shall maintain copies of all collection records of paid and uncollectible claims for a minimum of seven (7) years from the date of the original billing, unless County is required to dispose of the records by law.
- E. County shall process all refund requests received from Contractor within thirty (30) days after receipt.
- F. County shall remit payment for services to Contractor within thirty (30) days after receipt of billing invoice.

## **4. Contractor's Responsibilities**

- A. Upon receipt of information from County, Contractor shall begin working the collections account in an attempt to recover funds due.
- B. Within two (2) business days, Contractor shall deposit all monies received into an account designated by County for receipt of said funds.
- C. Contractor shall provide monthly accounts receivable reports to County's designated representative, by the 10th day of the following month.
- D. Contractor shall provide adequate protection for all data and accounts receivable information. The Contractor shall perform back-up routines on a regular basis and shall secure all data by off-site storage of back-up media.
- E. Contractor shall ensure that all information and data obtained as to personal identities, facts and circumstances related to patients or clients will be collected and held as confidential, during and following the term of this agreement, and will not be divulged

without the individual's and County's written consent - except as necessary for the performance of the contracted administration and claims functions. Furthermore, Contractor shall comply with all federal, state and local laws and regulations concerning confidentiality of information.

- F. Contractor shall comply with all aspects of HIPAA, and shall enter into a Business Associate Agreement or other appropriate agreement with the County in a form approved by the County Attorney.
- G. Contractor shall be responsible for all collections for Revenue Recovery in accordance with the Virginia Debt Collection Act.
- H. All file information for claims paid or deemed uncollectible shall be turned over to County or County's designee within thirty (30) days.
- I. Contractor shall forward to County all copies of payment documentation, deposit documentation, refund documentation, and correspondence pertaining to the billing of the patient and/or insurance company after processing and shall process all refunds in a timely manner.
- J. Contractor will bill County by the 10th day of each month for all services provided in the preceding month.

## **5. Performance Monitoring**

- A. County shall have the right to independently verify Contractor's activities through direct contact with delinquent accounts without notice to Contractor.
- B. Upon five (5) business days notice, Contractor shall permit County and its agents or designee the right to audit all records pertaining to services performed.

## 1. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

- A. GENERAL INSTRUCTIONS: This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc.
1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, three (3) copies and one (1) electronic copy (in the form of a USB or jump drive) of each proposal must be submitted to the County. It shall be the sole responsibility of the offeror under all circumstances to assure that its proposal is received by the date, time and location specified herein. The County does not accept proposals delivered via USPS, FEDEX or UPS on weekends, holidays or outside of our normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time.
  2. Proposal Preparation:
    - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
    - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
    - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered and should not exceed 10 pages. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. Proposals should be bound in a single volume as practical. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
    - d. As used in this RFP, the terms "must," "shall," "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not

be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors' proposal.

- e. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*, however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will work with the selected firms to schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

## B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals must address the tasks included in the Statement of Needs. Proposals should be as thorough and detailed as possible so that the County may properly evaluate the capabilities of respective firms to provide the required services. Responses should be limited to no more than 10 pages excluding the cover, including all other materials. Failure to do so may result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information will receive a lower ranking. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP cover sheet (page 1) and all addenda acknowledgments, if any, signed and filled out as required. The addendum becomes a part of the bid package and supersedes original specifications that are changed by the addendum. Offerors are reminded that changes to the RFP in the form of addenda, are often issued between the issue date and within 5 days of the due date of the solicitation. Notice of addenda will be posted on eVa and on the County's procurement page. It is the Offerors responsibility to monitor these webpages for the most current addenda.

B. Firm History and Organization

C. Personnel

1. Identify and provide resumes (may be abbreviated), including references, for key project personnel.
2. List outside firms, if any, that may be part of the services team

D. Experience: Provide a description of the firm's background in revenue recovery and collections. In particular, please indicate any previous experience with local government contracts or multijurisdictional contracts. This information should include:

1. Project name and address;
2. Description of services provided, and
3. Contact person and telephone number and email address

E. Fee Schedule: Please be as specific as possible with a breakdown of fees by service where possible.

F. Availability: The County would like to begin work as soon as possible. Please address the availability of your firm and key personnel to meet this requirement.

G. References: Provide references from three clients. Include organization name, contact name, phone number and email.

H. Outsourcing: Include the name(s) of any vendors and/or companies your company may use to outsource.

## 2. **EVALUATION AND CRITERIA FOR AWARD**

A. Based upon the selection criteria below, a committee will select those firms deemed to be the most qualified, responsible, and suitable. The committee will conduct interviews either in person, or remotely, with the short-listed firms. The committee will then rank the firms and discuss final terms with the firm ranked number one. If an agreement cannot be reached, the committee will proceed to negotiate terms with the firm ranked number two, and so forth until a firm is selected.

Should the committee, after the initial submission of materials, determine that one firm is clearly more qualified than the others under consideration; a contract may be negotiated and awarded to that firm without delay.

The committee reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible candidate as deemed in the best interests of the entity, or to suspend the procurement if the desired outcomes are not achieved. Proposals shall be evaluated by the evaluation committee using the following criteria:



| <b>Criteria</b>                     | <b>Description</b>  | <b>Maximum Score</b> |
|-------------------------------------|---|----------------------|
| General Qualifications & Experience | Experience and qualifications of personal assigned to perform the services        | 25 points            |
| Solutions                           | Specific approach and work plan to be used to perform the services                | 30 points            |
| Proposal                            | Responsiveness and completeness of the proposal                                   | 10 points            |
| Support                             | Ability to help support with needs and problems with fast and effective response. | 20 points            |
| Cost                                | Proposed Fees   | 15 points            |
|                                     | <b>TOTAL POSSIBLE POINTS</b>  | <b>100 POINTS</b>    |

**B. AWARD OF CONTRACT:**

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents.
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD.

**C. CONTRACT TERMS**

The initial contract shall run for one year with an option for four (4) additional one (1) year renewal. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation. No changes in costs at renewals shall exceed the change in the Consumer Price Index for All Wage Earners for this region.

The County reserves the right to negotiate contract terms with the successful firm for items/services other than those specifically stated in this RFP in the best interest of the County and agreed to by the contractor.



## **REQUEST FOR PROPOSAL**

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the County of Augusta unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the County is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the County of Augusta and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the County, the VPPA Virginia Code sections take precedence.

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1. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than three (3) business days prior to the deadline set for acceptance of the bids.
  2. **CLARIFICATION OF TERMS:** If any Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Purchasing Agent no later than three (3) business days prior to the date set for the opening of bids. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Oral or other interpretations or clarifications will be without legal effect.
  3. **IDENTIFICATION OF BID ENVELOPE:** The signed bid and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

#### **ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS**

#### **BID NUMBER**

#### **TITLE OF INVITATION FOR BID**

#### **BID DUE DATE AND TIME**

#### **VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)**

If a bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand delivered to the Finance Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official Owner form provided for that purpose shall be a cause for rejection of the bid.

5. **LATE BIDS:** Any bid received at the Finance Office after the exact time specified for receipt of the bid is considered a late bid. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their bid reaches the Purchasing Agent by the designated date and hour.

Late bids will be returned to the Bidder unopened, if solicitation number, acceptance date and Bidder's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, same time.

6. **BID OPENING:** All bids will be opened at the time and place specified and read publicly.

7. **ADDENDA:** By submitting a bid, the Bidder certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.

8. **MODIFICATION OF BIDS:** Unauthorized modification of, or any additions to any portion of the Invitation to Bid may be cause for rejection of the bid.

9. **WITHDRAWAL OF BIDS:** A Bidder for a contract other than for public construction may request withdrawal of his bid under the following circumstances:

a. A written request for a withdrawal of a Bid or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.

b. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.

c. No Bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent. In the case of an Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted, except as provided in paragraph 9 hereof.

11. **PUBLIC INSPECTION OF BIDS:** All submitted bids, accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

12. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Augusta County on request.

13. **COUNTY BPOL LICENSING:** All firms with a business location in Augusta County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 540-245-5640.

## SPECIFICATIONS

14. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

15. **PRODUCT EVALUATION:** The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the bid of any Bidder who does not pass such evaluation to the Owner's satisfaction.

16. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

17. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

18. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

19. AWARD OR REJECTION OF BIDS:

a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents

b. The Owner reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.

c. Notice of Award: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Augusta County website ([www.co.Augusta.va.us](http://www.co.Augusta.va.us)) for a minimum of ten (10) days.

20. QUALIFICATIONS OF BIDDERS: The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) or services, and the Bidder shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Owner further reserves the right to reject any bid if the evidence submitted by or investigations of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of the Owner.

21. STANDARDS OF CONTRACT: The Owner reserves the right to cancel and terminate a contract at any time, at the convenience of the Owner. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination.

22. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost or damage payment.

23. **NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER:** Unless cancelled or rejected, the contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the RFP.

24. **INSURANCE:** If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.

25. **INDEMNITY:** The contractor shall indemnify and hold harmless Augusta County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Augusta County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Augusta County or its officers, boards, commissions, agents or employees.

Augusta County will not indemnify the contractor.

26. **PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

27. **CHANGES TO THE CONTRACT:**

a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner

a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

28. **EMPLOYMENT DISCRIMINATION:** During the performance of this contract the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

30. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

31. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
32. **LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
33. **COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.
34. **CONTRACT FORMATION:** The Contractor or successful bidder agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Invitation for Bid shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.
35. **MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Augusta County may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.
36. **ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Augusta County.

#### BIDDER/CONTRACTOR REMEDIES

37. **PROTEST:** Bidders may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
38. **APPLICABLE LAWS AND VENUE:**
- a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Augusta County General District Court or Augusta County Circuit Court.
  - b. The Contractor shall comply with all applicable federal, state and local laws.
39. **CLAIMS PROCEDURE:** Contractual claims must be submitted to the Augusta County Board of Supervisors in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The Board will consider all facts provided to it in a format established by the Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
40. **SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the



provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

41. COOPERATIVE PROCUREMENT: This procurement is being conducted by the County of Augusta in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

**STATE CORPORATION COMMISSION REGISTRATION**

**Virginia State Corporation Commission (SCC) registration information. The Offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1- 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

# Attachment A

## Reference List

*To Be completed by Offeror*

1. QUALIFICATION OF OFFEROR: The offeror certifies it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services \_\_\_\_\_ years \_\_\_ months.
3. REFERENCES: Indicate below a listing of three (3) recent references for whom the offeror has provided this type of service. Include the date the services were furnished and the name and address of the person that the County has your permission to contact. If the offeror has not recently provided this type of service, list four (4) general references that the County has your permission to contact.

| Date  | Client | Phone Number and<br>Person to Contact |
|-------|--------|---------------------------------------|
| _____ | _____  | _____                                 |
|       | _____  | Phone_____                            |
|       | _____  |                                       |
| _____ | _____  | _____                                 |
|       | _____  | Phone_____                            |
|       | _____  |                                       |
| _____ | _____  | _____                                 |
|       | _____  | Phone_____                            |
|       | _____  |                                       |

# Attachment B

## Pre-Proposal Question Form

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**Project Title:** Third Party Collection Services

**RFP #** 12150-20-02-V2

The undersigned potential Offeror would like to request a written clarification, interpretation, or explanation to the following question or question(s):

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Please note that all questions should be directed to the Officer designated on the Notice of Request for Proposal and should be received at least five (5) business days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all Offerors. If there are two (2) weeks or less between the issuance of the Request for Proposal and the time set for receipt of proposals, then Offerors may continue to submit questions up until three (3) business days prior to the time set for receipt of proposals.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in their discretion they determine the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

|                   |                         |
|-------------------|-------------------------|
| _____             | Telephone: (____) _____ |
| _____             | Fax: (____) _____       |
| _____             | Date: _____             |
| Print Name: _____ | Signature: _____        |
| Email: _____      |                         |

# ATTACHMENT C

## Augusta County Fire & EMS Fact Sheet

*All statistics are based on a twelve month period ending July 1, 2018 to June 30, 2019*

Hospital Transported to: Augusta Health, Fishersville, VA; Rockingham Memorial Hospital. Rockingham, Virginia; Carillion Stonewall Jackson Hospital, Lexington, VA; University of Virginia Medical Center, Charlottesville, VA

Payment Method: P.O. Box 876, Verona, VA 24482

Current Provider: AIM- Ram Software Systems, Inc.

Current Rate: 5% of net cash receipts

Current ePCR vendor: Imagetrend Elite (state version)

Billable Transports: 2019 (All emergency transports)

|                                  |         |            |
|----------------------------------|---------|------------|
| Number/Percentage of Transports: | BLS     | 858/70.3%  |
|                                  | ALS     | 1111/25.7% |
|                                  | ALS 2   | 50/2.1%    |
| Transport Fees:                  | BLS     | \$447.00   |
|                                  | ALS     | \$531.00   |
|                                  | ALS 2   | \$768.00   |
|                                  | Mileage | \$14.00    |

*Last rate increase July 1, 2020*

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*No charge for non-transports. No supplies are charged.*

|                       |               |
|-----------------------|---------------|
| Bad Debt Write Offs:  | -\$57,214.22  |
| Medicare Adjustments: | -\$306,566.11 |
| Medicaid              | -\$99,860.63  |
| 3 <sup>rd</sup> Party | -\$143,731.44 |
| In District           | -\$442,740.37 |