



Henry County
Purchasing Department
140 Henry Parkway, McDonough, GA 30253
Phone: 770-288-6027 Fax: 770-288-6047

Website: henrycounty-ga.com/purchasing

REQUEST FOR PROPOSAL

Sealed Envelope shall be marked with the following information:

RFP # 19-26
EMS Transport Billing Services
Opening: 3:00 PM, March 14, 2019

SCHEDULE OF EVENTS FOR RFP # 19-26

SCHEDULE OF EVENTS FOR RFP # 19-26	
Pre-Proposal Conference	NONE
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: henrycountyrfp@co.henry.ga.us	3:00 PM February 28, 2019
*Deadline for first addendum, if required, posted on the Henry County website: henrycounty-ga.com/purchasing	3:00 PM March 7, 2019
Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.	3:00 PM March 14, 2019
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE: ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

**The posting of additional addenda may be required and it is the responsibility of the Proposer to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Henry County.*

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SECTION I - GENERAL OVERVIEW

A. PURPOSE AND BACKGROUND

The Henry County Board of Commissioners is requesting proposals from qualified vendors to provide ambulance billing, collection from insurance carriers, financial reporting, and analytical services related to EMS Transport Billing. This includes complete management of the billing process from patient transport to account closure.

Henry County operates an EMS agency that utilizes fourteen (14) Advanced Life Support (ALS) transport units and up to fifteen (15) ALS Engines for the sole purpose of providing pre-hospital emergency medical care and patient transports.

Henry County Fire Department documents patient care through the use of e-PCR software called “Image Trend Elite PCR”. Patient care reports are submitted electronically to the EMS billing department and the State Office of Emergency Medical Service. The department performs a daily review of each submitted patient care report (PCR). The vendor subsequently pulls the reviewed transports from Image Trend Elite then identifies and bills the appropriate guarantor for services provided.

Henry County Fire Department billed 13,798 patients in the prior fiscal year (FY ‘18) and collected \$4,942,581.62 during the same period.

The Payer Mix breakdown for FY ‘18 is:

Medicare: 40%

Medicaid: 15%

Commercial Insurance: 27%

Private Pay: 17%

The Transport Mix for FY ‘18 is:

A0426: 0%

A0427: 68%

A0428: 0%

A0429: 31%

A0433: 1%

A0434: 0%

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposals Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked “late proposal” and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.

- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253
RFP # 19-26

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- e. The Submittal Checklist must be reviewed and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked “Original,” of the proposal documents**
 - **Six (6) bound complete copies (not to exceed a 1/2” capacity ring binder) identical to the original proposal documents, and**
 - **One (1) electronic version in PDF format on CD/DVD or USB flash drive identical to the original proposal documents.** The CD/DVD or USB flash drive should be labeled with the RFP number and proposer’s name.
 - **If required – One (1) original “Cost Proposal.” *The Cost Proposal is to be submitted in a separate sealed envelope and marked “Cost Proposal.”***
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No

reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to County Concerning Proposal

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the County's website: henrycounty-ga.com/purchasing All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.**
- b. The successful firm's proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a Henry County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing Department – henrycountyrfp@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. Rejection and Withdrawal of Proposals

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the proposal to the Board of Commissioners within

60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.

- c. The County may reject all or part of the proposal within 60 days of proposal opening.

6. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.

Corporation: If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.

Partnership: If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

Limited Liability Company (LLC): If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFP to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the

State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code

Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Henry County and the successful Contractor.

18. Systematic Alien Verification for Entitlements (SAVE) Program

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

19. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

20. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

21. Discounts

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

22. County's Tax Exemption

Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

23. Award of Contract

a. Henry County desires to complete the award process in a timely manner. Henry County reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The proposal will be awarded to highest scored proposer(s), if awarded. The proposal specifications and results will be available on the County's website:

henrycounty-ga.com/purchasing.

b. Henry County reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

Responsibility - The determination of the proposer's responsibility will be made by the County based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

c. Henry County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

24. Local Vendor Privilege

a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local

vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.

- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - (1) The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - (2) The business or supplier must have a current occupational tax certificate; and
 - (3) The business or supplier must have paid all real and personal taxes owed the county; and
 - (4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

25. County Direction of Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the Henry County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Henry County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by Henry County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

26. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors

that may arise out of the agreement.

- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

27. Controlling Law, Venue

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Henry Judicial Courts.

28. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

29. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Henry County.

30. Performance of Contract

- a. Henry County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

31. Default and Termination

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. **Termination by County**

The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the County's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

32. Invoices

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Henry County Board of Commissioners
Finance Department
P.O. Box 140 Henry Parkway
McDonough, GA 30253

The following information must appear on all invoices submitted:

- Name and address of successful proposer;

- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Henry County's Purchase Order Number and Proposal Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

33. Payment

Payment shall be tendered to the successful Proposer upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

SECTION II - SPECIFICATIONS

A. ELIGIBILITY REQUIREMENTS

In order for a Firm to be considered the following requirements must be met:

Please provide proof of these qualifications being met with this Proposal (Section 3 c.)

1. All of the Firm's operations; including but not limited to; billing, collections, reporting, technology, compliance, customer service; shall be performed within the continental United States of America. In no case shall any of the services provided to Henry County as part of this contract be performed outside of the continental United States. Violation of this condition shall result in the immediate termination of the contract.
2. The Firm shall maintain a staff of certified ambulance coders. Certification should be through the National Academy of Ambulance Coders (NAAC).
3. Vast experience in Georgia with EMS Billing to include Medicare and Georgia Medicaid and has operated in Georgia as an EMS Billing Contractor for the last five (5) years.
4. At least three (3) clients in Georgia who used Image Trend with the GEMISIS configuration as ePCR system.
5. Operates solely in the EMS Billing space (greater than 90% of gross revenue)
6. Can appropriately manage the volume of the County's service (more than 15,000 EMS claims annually)
7. Completed an SSAE16 Type II audit and will provide said audit results to Henry County.

B. SCOPE OF WORK

This section outlines the minimum contract requirements for ambulance billing, collection, financial reporting, and analytical services. The County desires to pursue a partnership to build an optimal revenue cycle. The minimal requirements are listed here, however, the County is open to alternatives to meet the requirements that may or may not be described below.

1. Billing

- a. The Firm will commence billing the patient care reports with the start-up date established by the Firm and Henry County.
- c. The Firm will receive on a daily basis the electronic billing data and other related billing information by way of an encrypted FTP file or batch filing process. The Firm will be responsible for providing the appropriate software that will be compatible to interface Image Trend ePCR.
- d. Process claims within 2 business days of receipt of ePCR information.
- e. The Firm will be responsible for reviewing each Patient Contact Report (PCR) for content and accuracy for billing purposes. The Firm will be responsible for contacting the designated Henry County Fire Department employee to correct any discrepancies.
- f. Records and histories for services processed by the Firm shall be available and accessible by authorized Henry County staff through online access to the Firm's billing system.
- g. The Firm must have access to and will utilize insurance coverage databases to provide billing information when not collected by the Fire/EMS Crews.
- h. All client complaints concerning service rendered will be referred to the designated individual within Henry County and tracked in a ticketing system provided by the Firm.

2. Invoicing

- a. All invoicing must be in accordance to the correct rates established by the county.
- b. All invoicing must be in accordance with the guidelines and procedures established by the Firm and the County.
- c. All invoicing must be in accordance with all applicable laws and regulations including those from Medicare and Medicaid services (CMS)
- d. All invoices shall also be billed in compliance with the Fair Debt Collection Practices Act.
- e. Electronic filing is the required method of filing primary Medicare, Medicaid, and commercial insurance claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to appropriate patient guarantors.
- f. The Firm shall pre-screen all claims to confirm compliance with guarantors' guidelines. (i.e. physician certification statements, assignment of benefit signature forms, medical necessity documentation)
- g. The Firm shall verify insurance eligibility utilizing available resources and commercial databases prior to the submission of any patient claim for reimbursement.
- i. The expectation of the County is that the initial invoices will be processed within two (2) days of the approval by County employees for billing.

3. Collections

- a. Note: All monies will come to the County.
- b. The Firm shall process all claims according to timelines agreed upon between the County and the Firm. The claims shall be divided into multiple revenue categories: Medicare, Medicaid, Commercial Insurance, Auto Insurance, Worker's Compensation and Patient Pay.
- c. Claims shall be appropriately re-categorized after receiving payment from the primary payer. All denials shall be processed within three (3) business days or receipt.
- d. Customer service shall be provided from 8:00 a.m. until 5:00 p.m. EST using a toll-free phone number. The telephone systems utilized by the Firm must be able to accept voice mail messages and route incoming calls to the appropriate persons. The Firm must make a good faith effort to make return contact to all customers within 24 business hours after initial contact from any customer has been received.
- e. The Firm will treat all debtors fairly with professionalism, honesty, courtesy and integrity while obtaining the maximum results. The County will be the final arbitrator of disputes between the successful Firm and customers. The County's decision shall be final. The Firm shall record all incoming phone calls and be able to produce audio files to the county when requested.
- f. Act as the advocate for the client with Medicare, Medicaid and private insurance in an endeavor to optimize payment on behalf of the client.
- g. The Firm may reserve the right to hold off on any write-offs that are waiting for insurance payments or in the case that a patient is making monthly payments.
- h. The County will be the only agency accepting payments. All checks should come to the County for processing and only then will copies be sent via secure FTP to the appropriate billing Firm. Medicare and Medicaid are electronically deposited to the County's account.
- i. Fees charged by the Firm for billing and collections services will be based upon net cash collections. Refunds shall be processed by the County only.
- j. The County will make payment of all refund request upon receipt of the appropriate documentation from the Firm.
- k. The County regards "net cash collections" as total funds collected less refunds issued as a result of overpayments or erroneous payments. An active quality assurance and auditing controls program for detecting, correcting, and avoiding process errors shall be maintained.
- l. The Firm will provide access to the billing system, via web-interface to the County's internal billing staff. This access should be provided to all authorized users at the County. The Firm should clearly define how this access would be granted in the Proposal.

4. Accounting and Reporting

- a. The County reserves the right to audit the records of the Firm related to the County's billing and collection efforts. The Firm shall make and keep full and complete records and books of accounts or revenue and income, costs and expenses that specifically relate to performance under this contract. Records and books of accounts, together with any of all other memoranda pertaining thereto that may be kept, maintained or possessed by the Firm, shall be open to examination during regular business hours by the County or its representatives for the purpose of inspection, auditing, verifying, or copying the same or making extracts there from. The Firm shall make and keep said records and books of account in accordance with generally accepted accounting principles.
- b. Accounting for all billing pursuant to Generally Accepted Accounting Principles shall be provided on a daily, monthly, quarterly and annual basis, or as requested by the County. Such reports and all supporting documentation shall be submitted to the County within five (5) business days after the end of the month.
- c. The Firm shall provide a secured portal or similar for communication, reports, patient information. The firm's portal shall be in compliance with all Medicare, Medicaid and HIPAA regulations.
- d. Detailed below are reports required by the County to monitor the billing and collections process. The list is not all-inclusive. The reports noted below must be provided to the appointed Henry County Fire Department billing and collections contact by the time period specified. Reports should be submitted electronically either via e-mail or secure server. Reports should be provided in MS Excel and/or as a PDF document as required or when requested. Additional reports may be requested on an "as needed" basis. Any report may require modification periodically on specific issues or other needs that might arise. Any report modification shall be the responsibility of the Firm. **Please provide sample reports with this Proposal (Section 4).**

Weekly Reports shall include, at minimum, the following:

- (1) A revenue report showing all transports billed. At a minimum, the report shall include the date of transport or service, the incident number, the patient name, origin, destination, procedure code and gross charges.
- (2) A payment report showing all payments posted by payer class.

Monthly Reports shall include, at minimum, the following:

- (1) A revenue report showing all transports billed. At a minimum, the report shall include the date of service, incident number, procedure code and gross charges.
- (2) An outstanding aged accounts receivable report sorted by payer including a total outstanding aged report. The report should show four (4) categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding. The report shall also show the last date of activity on the account. The report shall break down the categories into the current financial class of the account (where the next dollar payment is expected from).
- (3) A monthly listing of all refunds requests processed for the month.
- (4) Report of all claims "written off" during the month. The County prior to removing any outstanding balance shall authorize any write-off. The County may elect to set a monetary threshold of accounts that may be written off without advanced approval.
- (5) Any report deemed required on an "as needed" basis that would be useful to the County in monitoring and evaluating the County's ambulance service and/or accounts receivable process.
- (6) Date of Service performance monitoring and account reconciliation.
- (7) Account Analysis by Month of all County accounts.
- (8) Account Analysis by Month, by Payer.
- (9) Aging Report by Current Payer and Aging Category. (Accounting Period Based)
- (10) Accounts Receivables Reconciliation Report (Accounting Period Based)

Yearly Information

- (1) Year End Accounts Receivable Report
- (2) Financial reports as required by county auditors.

5. Analytical Services

- a. At the beginning of the contract, the Firm will be expected to meet with Henry County on a scheduled basis to review billing consistency, receivables performance, and other issues that have been encountered. Upon agreement of both entities these meetings may become less frequent, but will be held not less than twice a year. Also, the Firm must prepare and deliver a written report reviewing the performance of the accounts receivables, identifying outstanding issues, and list any strengths, weaknesses, and opportunities for improved performance. Additionally, this written report must identify key issues that might arise in the future, accompanied by strategies, procedures, and timelines to address these issues. This report shall be due six (6) months after the original contract date. The report will then be due on a yearly basis unless Henry County or the Firm request or determine the report is needed on a more frequent basis.
- b. The Firm shall schedule regular meetings with the County to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable shall be prepared, identifying among other issues, the strengths, weaknesses and opportunities of the performance. Also, key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared monthly or as deemed necessary by the County.
- c. The Firm shall be required to provide analysis and expertise in all issues related to ambulance billing and operations. This analysis shall include developing trends within the Fire Operations and other pertinent issues that may develop. The Firm shall provide other analytical services as requested or required by the County.

6. Technology Requirements

- a. Upon awarding of the bid, the Firm shall evaluate the current data collection configuration of the County and shall be responsible to make recommendations to the County any reconfiguration that might be required to assure minimal interruption of the data stream.
- b. ImageTrend ePCR is the current data collection software utilized by the Henry County Fire Department. The billing software of the Firm must configure billing export and import setup as needed. The Firm's personnel must have experience working in and using the County's ePCR system, ImageTrend.
- c. The Firm shall provide all necessary software associated with the billing and collections process and must provide any required interface with ImageTrend, the County's ePCR system.
- d. Records shall be retained according to an agreed upon and legally compliant record retention plan.
- e. The Firm shall have the ability to utilize a secure FTP platform via VPN for extract file transfer. If the Firm recommends an alternative method for file transfer, the Firm shall provide a detailed description of the recommended process.
- f. The Firm will provide a system that will ensure complete and uninterrupted flow of service via backup systems and a Data Recovery Project Plan/System should a disaster occur.

7. Training of EMS Personnel

- a. The Firm shall provide, at no additional cost, in-depth documentation compliance training of the complex Medicare and Medicaid regulations as they relate to the pre-hospital delivery of emergency medical care. The training shall include all necessary visual training aids and handout materials that personnel may reference at the conclusion of any training session.
- b. The Firm shall provide, at a minimum, an initial training of County EMS personnel two (2) Compliance and Documentation sessions. The first training session shall be at least two (2) weeks prior to the Firm commencing billing and collections on behalf of the county. The second, supplemental training session shall be provided within one month after the completion of the first quarter. Training sessions shall be provided at a time and place designated by the county. No travel

cost outside of the submitted project cost will be considered for required mandated training sessions.

- c. The Firm shall provide any additional training as requested by the County and may include training sessions for any group or individual, at no additional cost to the County.
- d. The Firm shall provide sufficient HIPAA compliance training to all employees dealing with applicable information.

C. CONTRACT TERMS

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for four (4) additional one (1) year periods. Renewal of the contract, if applicable, into the additional periods will be made sixty (60) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the County a continuous supply of the item(s). Should the bidder or the County not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

D. INSURANCE REQUIREMENTS

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

- a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;
- b.

The certificate holder is to be issued to:

**Henry County Board of Commissioners
Henry County, Georgia but delivered to:
Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253**

The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.

- b. Any change in coverage or insurance carrier must be reported to the County's Purchasing Office in writing within five business days of the change.
- c. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
- d. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
- e. The County shall, without exception, be given no less than thirty (30) days' notice prior to cancellation for any and all reasons other than non-payment of premium; and
- f. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- g. The Contractor shall procure and maintain insurance coverage in the following particulars:

Workers Compensation Insurance

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000

Commercial General Liability

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

Automobile Liability

Combined Single Limit	\$1,000,000
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Professional Liability \$1,000,000

An Errors and Omissions insurance policy covering itself and the services of its employees or contractors in the amount of \$1,000,000.00. Coverage under the Errors and Omissions policy shall survive termination of this collection contract for a minimum of two (2) years.

SECTION III – PROPOSAL FORMAT

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

A. TECHNICAL PROPOSAL

Section 1 – Executive Summary

- a. Provide a brief history of your company and include the length of time your company has been providing EMS Transport Billing Services. Highlight any features or areas that differentiate your services and products from competitors.
- b. Submit a brief overview of the key elements of your proposal that describes your Firm's understanding of the RFP and how it intends to meet the stated requirements. Include any concerns regarding scheduling, concepts, or expectations.
- c. Include your Firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 2 - Company Profile

- a. Indicate the contractual entity to be held responsible for performance of all aspects of this contract. Provide the legal name of your company and if doing business under some name other than that by which the company is commonly recognized. If the company is owned or controlled by a parent organization, proposers are requested to provide the name of that organization, its address and the name and title of the person responsible for your business unit.
- b. Include number and location of offices in the U.S. and a list of the total number of customers.
- c. Provide a list of your customers that are government entities and the length of time they have used your services.
- d. Identify key personnel proposed as project team members.

Section 3 – References and Eligibility Requirements

- a. Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Additionally, provide a list of ALL Georgia City/County Government accounts held and or lost within the last five (5) years. Disclose any services terminated and the reason(s) for termination of the contract, either voluntary or other. This information will be used to determine experience with Georgia local governments.
- c. Provide proof that your firm meets all the eligibility requirements listed in the "Specifications" section of this RFP.

Section 4 - Approach

- a. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP. **Include samples of requested reports.**
- b. Include a list of all products and services being proposed.
- c. Include a description of all warranties and if any ongoing maintenance is required.
- d. Provide in detail the billing system and billing processes utilized as well as the identity of the software utilized and whether it is third-party or proprietary.
- e. Describe and discuss the Firm's compliance program and how the program meets or exceeds the requirements of CMS and HIPAA.
- f. Describe any services provided by the Firm that are not covered by the RFP, but would assist Henry County in enhancing its cash collections.
- g. Describe the mediation procedure for a customer complaint about one of your employees.

Section 5 - Implementation and Training

- a. Elaborate on your firm's implementation process and the approximate time frame for a successful transition.
- b. Provide a detailed and realistic schedule with completion dates for services or project installation connected with the performance of this project.
- c. Describe your system's testing procedure and how you will ensure that the system is working properly.
- d. Describe the type of training that will be provided. Is on-site training and/or off-site training available to users and administrators?
- e. What options do you provide for customer support?

Section 6 - Documents and forms required by the County

Please provide all other documents and forms not included in the above sections.

B. COST PROPOSAL

The Cost Proposal is to be submitted with the "Original" in a separate sealed envelope and marked "Cost Proposal" and shall be a percentage-based fee of the amount collected and is to include any additional fees or charges.

SECTION IV – EVALUATION AND SELECTION CRITERIA

Henry County’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County’s staff.

The Proposer’s submittal must fully address the requirements listed in this solicitation and the Firm’s degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the County’s intention to select a firm which is the most qualified to meet the County’s needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Firm’s Qualifications, Experience, and References <ul style="list-style-type: none"> • Qualifications of the Vendor including past performance, experience, and service capabilities • Provided required references and proof of all eligibility requirements 	30
Adherence to Conditions and Requirements of the Specifications <ul style="list-style-type: none"> • Demonstrated that a clear indication that all minimum requirements are met • Quality of proposal that indicates clear understanding of scope of work • Functionality and capabilities of submitted system • Documented performance of submitted system including warranty provisions • Review of Sample Reports 	30
Implementation, Data Transition and Training Schedule Provided a detailed schedule for the implementation process as well as a total project schedule (Schedule must be provided in number of weeks, not specific dates)	15
Cost Proposal Fee for Collections to be paid to Firm from Henry County and any additional fees including maintenance costs	25
MAXIMUM SCORING POINTS TOTAL	100
Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.	15 (possible additional points if an oral presentation is requested)

The Scoring Formula for the above Scoring Value Maximum Points is as follows:

Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24
Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on Relevant Experience and multiply .60 x 30 (maximum scoring points), this would equal to 18 points.	

SPECIAL NOTE - the Proposal Cost will be evaluated as follows:

- Low Conforming Proposal 25 points
- Proposals within 5% of Low Proposal 20 points
- Proposals within 7% of Low Proposal 15 points
- All Others 10 points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- a. No single response addresses all the specifications.
- b. The cost submitted by all proposers is too high.
- c. The scores of two (2) or more proposers are very close after the evaluation process.
- d. All proposers submitted responses that are deficient in one or more area.

Henry County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

Henry County Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number	
1. This Contract is entered into between Henry County and the Contractor named below:			
Henry County		(hereafter called County)	
Contractor's Name		(hereafter called Contractor)	
2. Contract to Begin:	Date of Completion:	Renewals:	
3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a Percentage Of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:			
1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)			
2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response			
3: Fee/Cost Submitted by Contractor			
4: All Other Documentation Required in Solicitation			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
5.			
Contractor			
Contractor's Name <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		Federal Identification No.	
By <i>(Authorized Signature)</i>		Date Signed	
Printed Name and Title of Person Signing			
Address			
Telephone Number		E-mail Address	
6.			
Henry County			
Chair or Designee			
By <i>(Authorized Signature)</i>		Date Signed	
Printed Name and Title of Person Signing			
Address 140 Henry Parkway, McDonough, Georgia 30253			

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____ 20____

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Print Name: _____

Title: _____

Firm Address: _____

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a Henry County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Henry County:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As a representative of: _____
(Name of the business, corporation, partnership, or other private entity)

- 1) _____ I am a United States citizen
OR
2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ____ day of _____, 20____.

Signature of Applicant: _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

Notary Public
My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:
Alien Registration number for non-citizens: * _____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these type of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

Local Vendor

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

COST PROPOSAL

(Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as “Cost Proposal.”)

Percentage of Net Collections to be paid to Firm from Henry County	Estimated Annual Collection Fee Based on an Estimated Annual Net Cash Collection of \$5,000,000.00
% _____	\$
All other Fees Including Technical Support and Licensing Fees	\$
Total Annual Cost	\$

Company's Name

Date

Authorized Representative's Name
(Print or Type)

Authorized Representative's Signature

RFP # 19-26
EMS Transport Billing Services
Opening: 3:00 PM, March 14, 2019

CHECKLIST FOR RFP DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Any Required Documents cited in RFP Specifications	<input type="checkbox"/>
W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document)	<input type="checkbox"/>
Addendum Cover Sheet(s) (If applicable.)	<input type="checkbox"/>
Bid Authorization Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
SAVE Affidavit	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>
Cost Proposal (Submit in a separate sealed envelope marked as "Cost Proposal.")	<input type="checkbox"/>
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated

This affirms that all documents are included with the proposer's RFP package.

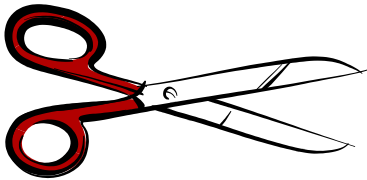
_____	_____
Company's Name	Date

_____	_____
Authorized Representative's Name (Print or Type)	Authorized Representative's Signature

SECTION VI – REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



REQUEST FOR PROPOSAL ENCLOSED

**RFP # 19-26, EMS Transport Billing Services
Due 3:00 PM/March 14, 2019**

Vendor Name

Address

City, State, Zip Code

**DELIVER TO: Henry County Purchasing Department
140 Henry Parkway
McDonough, GA 30253**