



Surry County
County Administrator's Office

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"The Countrie it selfe, I must confesse is a very pleasant land, rich in commodities; and fertile in soyle..."

Samuel Argall, ca. 1609

REQUEST FOR PROPOSALS
RFP#TH16-001

Surry County is now accepting competitive sealed proposals for the provision of EMS services as a supplement to the volunteer rescue squad. The County may also consider contracting for the billing of ambulance services under the same contract if the firm provides that service.

I. BACKGROUND

Surry County, Virginia encompasses a 279 square mile rural area in which reside approximately 7,000 people. The County is located 52 miles south of Richmond and is considered part of Southside Hampton Roads. Emergency medical services are currently provided by the Surry Volunteer Rescue Squad (SVRS), which is supplemented by the County through a paid contract service with a medical transport company. The only rescue squad located in the County, the SVRS provides Basic and Advanced Life Support services to the County's citizens. The squad responded to 960 calls in the last 12 months, most of which took place during the day during daytime hours.

The County may also consider, as an addition to the proposal, third party billing services to provide E911 pre-hospital EMS billings and collections. The County desires to enter into a cost recovery program to recoup a portion of the expenses associated with the operation of the rescue squad. The County has adopted an authorizing ordinance and intends to assess reasonable fees to assure the provision of adequate and continuing services. Most importantly, it is the County's objective to preserve, protect and promote the public health, safety and general welfare of its citizens and to defray the rapidly increasing cost of operations for the County's volunteer rescue squad and for the contract expense associated with the supplemental EMS personnel utilized. County residents will be charged only to the extent their health insurance, vehicle insurance and/or homeowner's coverage will allow.

II. SCOPE OF SERVICES--Contract EMS Services

- A. The Provider shall respond to all emergency, non-emergency and mutual aid calls for service by supplying paid personnel twenty-four hours per day, seven days per week to supplement volunteer services. This includes accurate collection and reporting to facilitate appropriate EMS billing. The Provider's supervisory staff shall monitor the activities of assigned personnel daily to insure that all contracted services are supplied in a professional and competent manner. Supervisory staff should personally visit the station weekly to monitor the activities of assigned personnel. Management and/or supervisory staff shall meet periodically with the SVRS Captain and County representatives to ensure a good working relationship between all stakeholders.
- B. Each crew shall consist of one Advanced Life Support provider and one Basic Life Support provider. All personnel shall be certified in IS-700 Introduction to NIMS, ICS-100 Introduction to Incident Command, and ICS-200 Basic Incident Command.
- C. The Provider shall supply staffing only and utilize equipment and supplies belonging to the County and the SVRS; wash, clean, and stock the vehicles in conformance with the State

regulation inspection sheet; inspect each vehicle daily and complete the inspection forms provided by the SVRS.

- D. The Provider shall complete Pre-Hospital Patient Care Report (PPCRs) and enter data into the Image Trend Reporting (ITR) program immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA). The Provider shall present annual HIPAA updates to EMS personnel if requested.
- E. Providers agree that the Captain of the SVRS may instruct employees of the company awarded the contract to perform maintenance on the equipment and cleanup of the building, and that the Provider shall instruct its employees to comply with such instructions, with the understanding that this does not make the SVRS Captain the supervisor of the employees.
- F. Providers agree that the County and SVRS have the ability to request that an individual employee of the company awarded the contract no longer provide services to the County, and be removed immediately from duty in the County.

III. SCOPE OF SERVICES—Third Party Billing

- A. The Provider shall provide consulting services including, but not limited to, the research of current practices; any recommendations on the most efficient process to utilize; the development of a detailed plan and implementation schedule for effective cost recovery; assistance in the development of the authorizing ordinance(s); and the development and assistance with a public education plan. The County will negotiate payment to the Provider based on net proceeds.
- B. The Provider shall provide a turnkey implementation and billing process program in conjunction with the adoption of an applicable ordinances and resolutions.
- C. The Provider shall apply and obtain Medicare and Medicaid billing numbers for Surry County.
- D. Provider shall prepare and submit accurate insurance claims electronically, to include, but not be limited to, Medicare, Medicaid, Anthem, Champus and other applicable carriers including both commercial and private insurances.
- E. In conjunction with processing billing claims, the Provider shall assist the Rescue Squad with any reporting requirements mandated by the Commonwealth of Virginia.
- F. Provider shall act as the payment clearing house by accepting payments on behalf of the County and forwarding such payments monthly to the County on or before the 20th of the subsequent month.
- G. Provide the County with an itemized report reconciling all invoices and claims billed, monies collected and outstanding balances on a monthly basis.
- H. Provide appropriate training to insure that County providers have the necessary knowledge, skills and abilities to accurately prepare the required forms initiating the billing process.

- I. Provide County personnel and volunteer members of the Rescue Squad with appropriate training of documentation, charges and applicable health care and other laws and regulations that may be required.
- J. Provider shall maintain accounts and actively pursue collections for a period not to exceed 180 days (6 months) after the initial collection action. If the Provider determines that an account is uncollectible prior to this 180 day deadline, notification will be supplied to the County.

IV. Specific Terms and Conditions

- A. Contractor shall provide 5 copies of their submission on or before Friday, June 10, 2016 at 3:00 pm EST. Deliveries shall be delivered to Surry County Finance Department, 45 School Street, Surry, Virginia 23883. Late arriving submissions will be returned unopened.
- B. Contractor shall provide a history of the firm, qualifications and years of experience in 911 EMS services billing.
- C. Contractor shall describe in detail their automated billing process for applicable insurance carriers.
- D. Contractor shall provide detailed descriptions of proposed EMS services providers and public education campaigns.
- E. Contractor shall provide 3 current references from 911-based entities and their collection rates. References from prior clients are appropriate in addition to the three current references.
- F. Contractor shall submit an itemized, non-binding cost estimate for the provision of each billing service proposed to be provided to the County.
- G. Contractor shall confirm that, to the best of their knowledge, they are not presently the subject of any federal or state investigation involving fraudulent billing practices.
- H. Contractor shall submit their privacy policy to ensure that information obtained from citizens in the County will remain confidential.
- I. The contractor shall purchase and maintain sufficient insurance to protect him from claims in the following amounts:

Workers' Compensation	State of Virginia requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

A Certificate of Insurance shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of 15 days prior written notice has been given to the County.

- J. The Contractor shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence of the contractor, his agents or employees during the performance of this contract.
- K. The Contractor shall possess and maintain a current county business license throughout the term of the project and shall provide a copy of such license within 10 days of the date of the award.

V. GENERAL TERMS AND CONDITIONS

By submitting a proposal, the Contractor agrees to the following contract provisions:

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to Surry County that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

- 1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or 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, shall 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.

- 2. The contractor shall 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.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

Surry County has adopted a Policy on Drug and Alcohol Abuse. The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This policy is intended to apply to contractors, subcontractors and employees of firms doing business with the County while on County premises. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with this policy. A copy of the policy is available upon request.

E. Receipt of Bids/Proposals:

To be considered, bids or proposals shall be received at the location provided and within the time period specified in the Invitation for Bids (IFB) or the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Bids/Proposals:

Surry County reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

G. Clarification of Terms:

Prospective bidders, offerors or contractors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the IFB or RFP will be issued as an addendum.

H. Precedence of Terms:

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any

Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders, offerors or contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

J. Firm Prices:

Prices and all associated charges shall be firm for 60 days after the due date of the bids or proposals unless otherwise stated by Surry County.

K. Taxes:

Surry County (federal I.D. #54-6001376) is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

L. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document.

M. Required Signature:

All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

N. Qualifications of Bidders, offerors or contractors:

Surry County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's, offeror's or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the County reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the County that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

O. Changes to the Contract:

Changes can be made to the contract in 1 of the following ways:

1. The Administrative staff 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 the method of packing or shipment or 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 Finance Department a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing;

b. By agreeing on a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the contractor accounts for the number of units of work performed, subject to the Finance Department's right to audit the contractor's records and/or to determine the correct number of units independently;

c. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

P. Payment Terms:

All approved invoices will be paid within 45 days of receipt.

Q. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, Surry County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under federal, state and local law. Any litigation arising from this Invitation for Bids (IFB) or Request for Proposals (RFP) or subsequent contract(s) shall be brought in the Circuit Court of Surry County.

VI. EVALUATION AND AWARD

Following receipt of proposals, the proposals will be evaluated based on the following criteria:

- A. Qualifications and experience of the Contractor
- B. Proposal preparation and understanding of scope of work
- C. Reference checks and evidence of collection rates
- D. Availability of the Contractor to provide timely client assistance and customer service based on prompt and timely updates, complaint and concern resolution and delivery of monies collected.
- E. Non-binding estimate of the cost of service
- F. History of compliance with applicable state, federal and local regulations concerning billing practices and related issues

Selection shall be made of 2 or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each firm so selected, the evaluation committee shall make a recommendation of award to the Board of Supervisors. The Board shall then select the firm which it feels has made the best proposal. Should the County determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that firm. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the firm's proposal as negotiated.